

## INVITATION TO BID

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THIS IS NOT AN ORDER

**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2024-0099 *BA*  
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

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

**Attn.:** Sales Manager

**Date:** 27 May 24 

**Title of Request:** Supply, installation of Diesel Generator and provision of associated works for the replacement of old back-up power system at the IMS Primary Seismic Station PS45 (AKASG), Malin, Ukraine.

**Deadline for Submission:** 23 Jun 24

**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	PS45 Generator Replacement in accordance with the attached Specifications (Annex B)	1	each

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,



**for** Sally Alvarez De Schreiner  
Chief, Procurement Services Section

**ACKNOWLEDGEMENT FORM**

<b>Solicitation No:</b> 2024-0099	<b>Closing Date:</b> 23 Jun 24
<b>Title:</b> Supply, installation of Diesel Generator and provision of associated works for the replacement of old back-up power system at the IMS Primary Seismic Station PS45 (AKASG), Malin, Ukraine	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Bugubai Apylov

**CTBTO Req. No.:** 0010023817

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

**WITHIN FIVE (5) DAYS**

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

**by email to**  
procurement@ctbto.org

**A: We shall submit our bid**

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

**B: We may submit and will advise**

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

**C: We will not submit a bid for the following reason(s)**

\_\_\_ our current workload does not permit us to take on additional work at this time;  
\_\_\_ we do not have the required expertise for this specific project;  
\_\_\_ insufficient time to prepare a proper submission;  
\_\_\_ other (please specify) \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

## INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

### 1. General

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

This Invitation to Bid (ITB) is for the provision of goods as described in the attached General Technical Specifications (Annex B).

The Bid shall meet all the General Technical Specifications and be submitted in accordance with these Instructions for Preparation and Submission of Bids.

In case of an award, the following documents shall govern the [Purchase Order](#) and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:

- (a) Purchase Order;
- (b) The Commission's General Conditions of Contract (Annex A to the Purchase Order);
- (c) The Commission's General Technical Specifications (Annex B to the Purchase Order)
- (d) The Bidder's Offer (Bid) (Annex C).

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

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Bids, including:
  - Attachment A: Compliance Form
  - Attachment B: Price Schedule Form
  - Attachment C: Procedure for Submission of Electronic Offers in 2 Sealed Files
- (c) The Commission's General Conditions of Contract (Annex A)
- (d) The Commission's General Technical Specifications (Annex B)
- (e) Bidder's Statement;
- (f) Statement of Confirmation
- (g) Vendor Profile Form

### 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 Bid shall be prepared in **three separate pdf files**:

- one containing the Technical Bid,
- one containing the Financial Bid *with* prices, and
- one containing the Financial Bid *without* prices.

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

**The Proposal shall be submitted electronically according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES” (please refer to Attachment C to this document).**

The subject of the email shall contain the following:

*NAME OF THE PROJECT: ITB No.: 2024-0099*

*CTBTO REFERENCE No.: “Supply, installation of diesel generator and provision of associated works for the replacement of old back-up power system at IMS PS45, Malin, Ukraine”*

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

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

Subject: ITB No. 2024-0099 - Request for Clarifications

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

Except in the case of responding to an ITB clarification, no bidder shall contact the Commission on any matter relating to the evaluation process and/or 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 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), 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 Purchase Order based on the [Commission's standard Purchase Order](#). The terms and conditions of payment are as follows (NOTE: A progress payment schedule may be proposed upon delivery by the contractor and acceptance by the Commission of relevant deliverable(s)):

Within 30 days of receipt and acceptance of the goods/services and of the following documents:

- (1) Invoice(s) showing the firm fixed price of [relevant items in] the Purchase Order. [The Supplier](#) shall submit an invoice electronically, from the [Supplier's](#) official e-mail address in PDF format, duly signed and stamped by the [Supplier](#) and submitted to the Commission's email address specified in the [Purchase Order](#). Each invoice shall contain the [Purchase Order](#) number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the [Supplier's](#) bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer and actual pre-paid transportation and insurance cost (if applicable);
- (2) Acknowledgement Copy of the [Purchase Order](#) with the Supplier's signature;
- (3) The Supplier's acceptance note/certificate, countersigned by the Consignee/End-user, confirming the successful delivery of the goods; and
- (4) Any other relevant documents.

## **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;**

**II. Financial Bid;**

**III. Financial Bid without prices**

providing, but not limited to, the following information:

## **PART I: TECHNICAL BID**

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

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

- (a) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited to the following:
  - (i) That, in the case of a Bidder offering to supply goods under the [Purchase Order](#) which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods manufacturer or producer to supply the goods in the country of final destination;
  - (ii) That the Bidder has the technical and financial capability necessary to supply and install the goods under the Purchase Order.
- (b) The Bid shall state the contact details and address (name, telephone and fax numbers, and e-mail address) of the person/point of contact in your company dealing with this ITB.

### **2. Bidder's Statement, Statement of Confirmation and Vendor Profile Form**

The attached Bidder's Statement, Statement of Confirmation and Vendor Profile Form shall be duly filled-in, signed and submitted together with the Bid.

### **3. Specifications and Compliance Form**

The Bidder is required to fill in and provide the attached Compliance Form (Attachment A) attached to this document.

The Bid shall further include a detailed description of the items proposed and include relevant technical literature and provide a section-by-section response to the General Specifications.

The Bid may 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 item of the goods.

### **4. 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 available in the CTBTO website at [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#).

## 5. 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.

## 6. Delivery Schedule

Preferred completion schedule is by no later than 31 October 2024. Delivery time shall be indicated in weeks after receipt of an order and shall be firm during the validity of the Bid.

## PART II: FINANCIAL BID

### Section 1 – Total Price

The Financial Bid shall be prepared in **United States Dollars or Euro**.

The Bidder is required to fill in and prepare the Price Schedule using the Price Schedule Form (Attachment B) provided as part of these Instructions for Preparation and Submission of Bids.

A firm fixed price shall be quoted, providing a proper breakdown of the details for equipment, delivery, insurance, materials, supplies, remuneration and expenses, which are part of the total contract price, as referred in more details below. The remuneration shall include basic salaries, fees, overheads and other charges, which would be due to be paid in as much as they are levied in conclusion or implementation of the contract, specifying unit rate per hour/day/month of the personnel involved and total number of days. Overhead, fees or other charges included in the remuneration costs shall be quoted separately with a proper breakdown and justification of each charge.

The delivery terms for the goods shall be DAP (Delivery At Place – INCOTERMS 2020) “door-to-door” to IMS PS45 Station, Malin, Ukraine, including packing, handling, insurance, transportation and local delivery.

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

Due to the Facility Agreement concluded between the Commission and the Government of Ukraine on 27 September 1999, which entered into force on 20 April 2001, the Commission is exempt from payment of indirect taxes and customs duties.

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

*(1) For Austrian companies*

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

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

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

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

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

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

**10. Completeness and Correctness of the Bid**

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



## **11. Evaluation of the Bid**

The Commission will first conduct a technical evaluation based on whether the Bid is in compliance with the requirements specified in the General Technical Specifications (Annex B).

If the Bid fails to meet the minimum technical requirements for any one criterion, the entire Bid will not be considered further. If the Bid meets the minimum technical requirements, only the Financial Bid of those bidders that meet or exceed the minimum technical requirements of all items will be evaluated for its commercial acceptability. The Commission will evaluate the following:

- Contractual compliance.
- Financial acceptability

The Commission, based on the technical and financial evaluation, will determine the Bid that “substantially conforms to the requirements set forth in the Solicitation Documents and is evaluated to be the one with the lowest cost to the Commission” and that represents the shortest delivery/completion time.

To assist in the examination, evaluation and comparison of bids, the Commission may, at its discretion, request any Bidder to clarify its Bid. The Commission’s request for clarification and the Bidder’s response shall be in writing.

## **12. Correction of Errors**

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

## **13. Validity of the Bid**

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

## **14. Negotiations of the Bid and Award**

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

## **15. Modification and Withdrawal of Bid**

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

**16. The Commission’s Right to Reject the Bid**

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

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

If applicable, at the time of award of the [Purchase Order](#), the Commission reserves the right to vary the quantity of the items (goods and/or services), by up to a maximum of ten per cent (10%) of the total offer, without any change in the unit price or other terms and conditions.

**18. 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.

**19. 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.

**20. 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.

**Attachment A  
Compliance Form**

<b>Reference to General Technical Specifications (Specification)</b>	<b>Yes/No</b>
Specification, Section 1.2 Purpose	
Specification, Section 2.2 Work Task 1: Preparation for the installation of the new generator	
Specification, Section 2.1 Work Task 2: Supply, installation of new back-up generator, electrical works, integration and testing with the existing power system	
Specification, Section 3.1 Equipment Specifications	
Specification, Section 3.2 General Requirements for the Contractor	
Specification, Section 3.3 Quality and Life Expectancy	
Specification, Section 3.4 Spare parts and maintenance tools	
Specification, Section 5.1 Design Report	
Specification, Section 5.2 Equipment Procurement Report	
Specification, Section 5.3 Progress Report (Work Task 1)	
Specification, Section 5.4 Final Report (Work Task 2)	
Warranty	
Ability to complete the Work by 31 October 2024	

## ATTACHMENT B

### PRICE SCHEDULE FORM

The Bidder is required to prepare the Price Schedule using the form below. The Price Schedule must provide a detailed price breakdown of all goods and related services to be provided, from unit price to total prices.

#### Cost Breakdown per Item

<b>Price Schedule (Firm Fixed Price): RFQ/ITB/RFP for Goods/Equipment</b>			
<b>No.</b>	<b>Quotation</b>	<b>Total Price (USD or EUR)*</b>	<b>Notes</b>
1	Station inspection	\$0.00	
2	Design	\$0.00	
	Generator (type)		
3	Generator Tank (type)	\$0.00	
	Supplies		
	Materials		
7	Disassemble (labour pers/day)	\$0.00	
9	Installation (labour pers/day)	\$0.00	
10	Optional: Disposal cost	\$0.00	
11	Warranty	\$0.00	
	Taxes**	\$0.00	
	<b>TOTAL</b>	<b>\$0.00</b>	

\* Specify either EUR or USD

\*\* Please see the Instructions for Preparation and Submission of Bids about any applicable taxes (Sections 8 “Type of Contract and Payment” and 9 “Content of the Bid – Part II: Financial Bid”)

## Attachment 2

### **“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 financial offer (labeling 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 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](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.

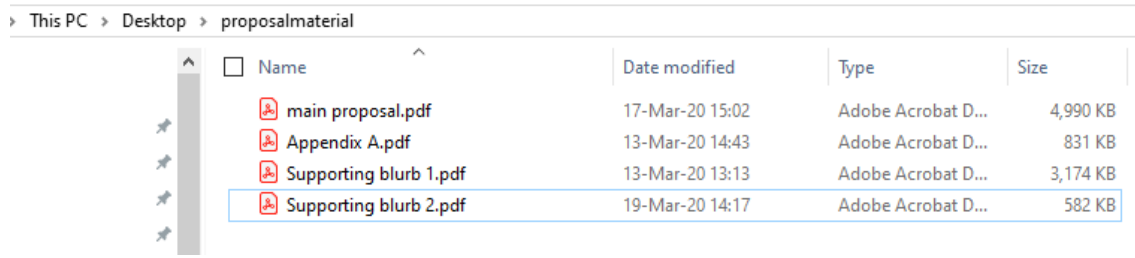


Figure 1 An example set of files to be submitted

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 filename, 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.***

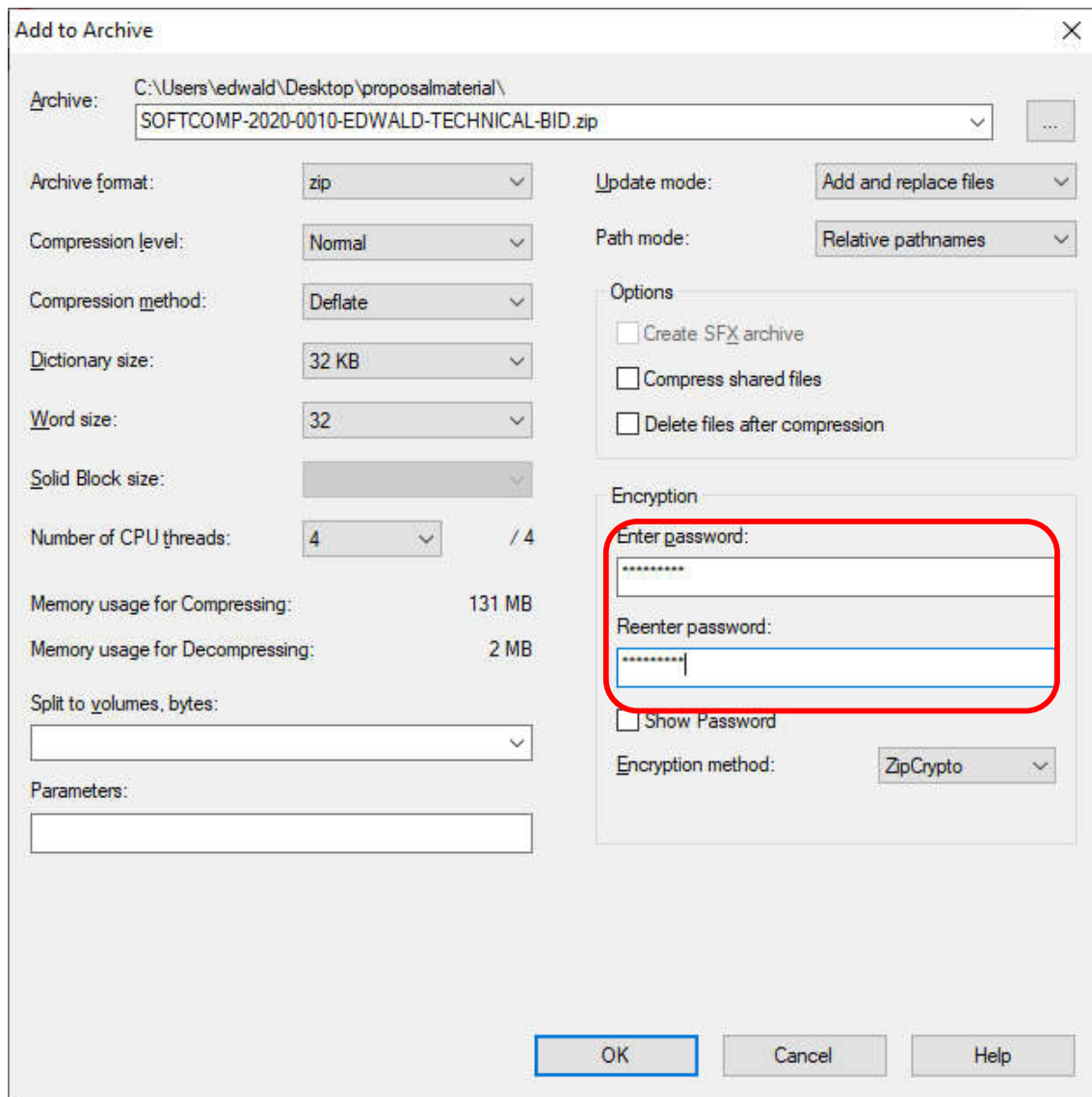


Figure 2 Creating an Archive

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 hasn’t 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.)

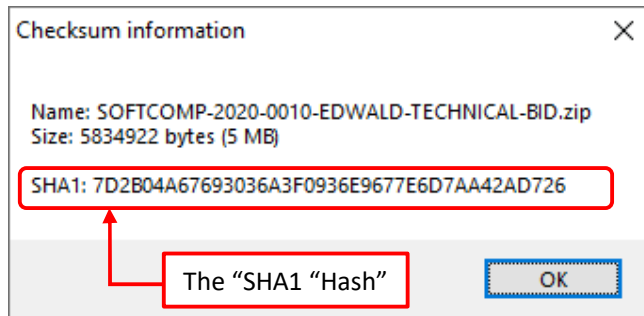


Figure 3 SHA1

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).

**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.**

## General Conditions of Contract

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### 1. DEFINITIONS

- (a) In these general conditions of contract the terms beginning with a capital letter shall have the meaning as defined in the Contract.
- (b) “Services” means all services to be rendered under the Contract.
- (c) “Goods” shall mean all goods, equipment, materials and/or other supplies to be provided under the Contract.
- (d) “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. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor, nor their personnel shall be considered to be an employee or an agent of the Commission.

### 3. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Commission.

### 4. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval and clearance of the Commission for such subcontractor(s). The Commission’s approval of a subcontractor shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

### 5. SOURCE OF INSTRUCTIONS

- (a) The Contractor shall neither seek nor accept instructions from any authority external to the Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.
- (b) While present at the Commission’s premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission’s officials and the United Nations Security Staff.

### 6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs and conform to a high standard of moral and ethical conduct.

### 7. ASSIGNMENT OF PERSONNEL

- (a) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Commission or unless requested by the Commission.
- (b) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Commission for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Services.
- (c) In the event of withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor’s personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of the Contract.

## 8. CONFLICT OF INTEREST

No employee, officer, adviser, agent and/or subcontractor of the Contractor assigned to perform Services under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services or Goods to be provided under the Contract if this constitutes a conflict of interest.

## 9. INSURANCES

- (a) The Contractor shall provide and thereafter maintain appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract.
- (b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from any operations carried out by the Contractor in performing its obligations in connection with the Contract or from operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors.
- (d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
  - (i) Name the Commission as additional beneficiary;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Commission.
- (e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.
- (f) Any amounts not insured, not recovered from or not claimed by the insurer shall be borne by the Contractor.
- (g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.
- (h) The Contractor undertakes that provisions to the same effect as the provisions in sub-clauses (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

## 10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Commission against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

## 11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the

performance of its obligations under the terms of the Contract.

- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

## 12. CONFIDENTIALITY

- (a) All technical, financial or other documentation and data the Contractor compiled for or received from the Commission under the Contract shall be treated as confidential and shall be delivered only to the Commission's authorized officials on completion of the Services or as requested by the Commission.
- (b) Either Party acknowledges that all knowledge and information concerning the other Party that may be acquired in connection with the performance of its obligations under the Contract, including but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information of the other Party in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person and/or entity without the prior written consent of the other Party.
- (c) The Contractor shall not, at any time, use such confidential information to its own advantage.
- (d) The restrictions on confidentiality shall not apply to the information which:
  - (i) presently is in the public domain;
  - (ii) hereafter becomes part of the public domain without the other Party's fault;
  - (iii) was in the possession of the other Party at the time of the disclosure, as shown by written evidence;
  - (iv) is disclosed to the other Party at any time hereafter by a third Party.
  - (v) is required to be disclosed to governing bodies, or to governmental authorities to the extent required by law or to obtain needed authorization to perform the Contract or pursuant to reporting requirements imposed by those governing bodies or the government of the State of the Contractor.
- (e) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract by the Commission.

## 13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all written communications to the Commission with respect to the Services or Goods to be provided and all documents procured or prepared by the Contractor. The Contractor shall use metric units, except when otherwise specified in the Contract.

## 14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the

Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.

- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

**15. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES**

- (a) The Contractor warrants that:
  - (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
  - (ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.
- (b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

**16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor’s expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for

infringement of intellectual property rights of third parties due to the execution of the Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organization from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not, without the Contractor’s consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor’s position.

**17. DEFAULT BY THE CONTRACTOR**

- (a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s), hold the Contractor in default under the Contract.
- (b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor’s expense, of that part or those parts of the Contract with respect to which the Contractor is in default.
- (c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

**18. WITHHOLDING OF PAYMENT**

- (a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
  - (i) The Contractor’s failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
  - (ii) The Contractor’s failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;
  - (iii) The Contractor’s failure to submit on time the reports required.
- (b) The withholding by the Commission of any interim payment shall not affect the Contractor’s obligation to continue performance of his obligations under the Contract.
- (c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

## 19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

## 20. FORCE MAJEURE

- (a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.
- (b) As soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- (c) In this event, the following provisions shall apply:
  - (i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;
  - (ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;
  - (iii) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;
  - (iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

## 21. INSOLVENCY AND BANKRUPTCY

Should the Contractor be insolvent, adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the Commission may, without prejudice to any other right or remedy it may have under the terms of the Contract, terminate the Contract

forthwith by giving the Contractor written notice of such termination.

## 22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

## 23. AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. If the parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the parties, within a time period of ninety (90) days. There shall be one conciliator. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

## 24. ARBITRATION

- (a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (Amicable Settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.
- (b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

## 25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Commission and its employees.

**25(a). TAX EXEMPTION**

In principle, the Commission is exempt from all Taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the Contractor shall collaborate with the Commission to achieve Tax exemption at source or to pursue reimbursement of Taxes paid by the Commission, as the case may be.

**26. TERMINATION**

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactory accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission's notice of termination.

**27. GOODS**

In the event that the Contract requires the Contractor to supply Goods, Clauses 28-35 shall apply in addition to the above.

**28. WARRANTY**

- (a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.
- (b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Contractor has granted a longer period. Should the Commission transfer the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title-holder.
- (c) If, during the warranty period mentioned in sub-clause (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

**29. INSPECTIONS AND TESTS**

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.
- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.
- (e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

**30. PACKING**

The Contractor shall comply or ensure compliance with the following provisions concerning packing:

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m<sup>3</sup>, D Kg.) and shall be marked as follows:

EQUIPMENT FOR  
THE PREPARATORY COMMISSION FOR THE  
COMPREHENSIVE NUCLEAR-TEST-BAN  
TREATY ORGANIZATION.  
[point of delivery]

PURCHASE NO. \_\_\_\_\_  
GROSS WEIGHT \_\_\_\_\_  
NET WEIGHT \_\_\_\_\_

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.
- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
  - ◆ purchase order/Contract number;
  - ◆ waybill number or equivalent reference number of the shipment (if any);
  - ◆ number of boxes/cartons/crates/etc.;
  - ◆ estimated time of departure (ETD);
  - ◆ point of departure and name of freight carrier;
  - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
  - ◆ airway bill;
  - ◆ proforma or commercial invoice;
  - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

### 31. DELIVERY AND TRANSPORTATION

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.
- (b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

### 32. TAKE-OVER/HAND-OVER

Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Contract, responsibility for the Goods will be handed over to the consignee or other designated entity.

### 33. EXPORT LICENCES

If an export licence or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorization. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may declare the Contract null and void.

### 34. SPARE PARTS

In accordance with the Contract, the Contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the Contractor:

- (a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;
- (b) In the event of termination of production of the spare after delivery of the Goods:
  - (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
  - (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

### 35. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

Questions concerning matters arising under the Contract, but not settled in it, shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to the Contract. The applicable language version of the Convention shall be the version in which the Contract is written.

### 36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights<sup>1</sup> and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct<sup>2</sup>.
- (c) to take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) certify that they have not and will not engage in harassment or sexual harassment, proscribed practices or any further practice described in Clauses 37, 38, 39, 40

<sup>1</sup> UN Guiding Principles on Business and Human Rights, available at [https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf).

<sup>2</sup> Available at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

and 41, during the procurement process and the performance of the Contract.

### 37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

- (a) The Commission is committed to providing a professional work environment that upholds the highest standards of equality, respect and dignity for all. In this regard, and without limitation to any other provision contained herein:
- (i) The Contractor shall adhere to zero tolerance for harassment and therefore accepts and agrees to refrain from any conduct which could, in the view of the Commission, meet the definition of harassment and/or sexual harassment. For the avoidance of doubt, “harassment” shall be understood as any improper or unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. “Sexual harassment” shall be understood as harassment of a sexual nature, and the above definition of harassment applies equally to sexual harassment. Sexual harassment may occur between persons of opposite sex or of the same sex.
  - (ii) The Contractor shall take all reasonable and appropriate measures to prevent and deter harassment and sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services.
  - (iii) The Contractor shall promptly report to the Commission any actual, reported or suspected cases of harassment, sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services of which the Contractor becomes aware. Such reports to the Commission may be on a no name basis, if necessary.
  - (iv) In addition to notifying the Commission pursuant to sub-clause (iii) above, on becoming aware of any allegation of harassment, sexual harassment or abuse of anyone, the Contractor shall take all reasonable and appropriate measures to address the matter, including engaging in good faith consultations with the Commission, while ensuring minimum impact and/or disruption of the Services.
- (b) The Contractor acknowledges and agrees that any breach of the provisions of this Clause 37, as determined by the Commission, shall permit the Commission, at its sole discretion, to:
- (i) Request the Contractor to remove, temporarily or permanently, from the relevant assignment, any Contractor’s personnel reported for having committed harassment, sexual harassment or abuse of anyone.
  - (ii) Terminate the Contract, and/or any other agreement, arrangement or partnership concluded by the Commission with the Contractor, immediately upon

written notice to the Contractor, without any liability for termination charges or any other liability of any kind, on the terms and conditions as are provided for in Clause 26 (Termination) above; and/or

- (iii) Exclude the Contractor from participating in any ongoing or future solicitations, and/or entering into any future contractual or collaborative relationships with the Commission and/or suspend the Contractor from the Commissions supplier roster.
- (c) The Commission shall be entitled to report any breach of the provisions of this Clause 37, as determined by the Commission, to the Commission’s governing bodies, other UN agencies and/or donors.

### 38. PROSCRIBED PRACTICES

The Commission requires that the Contractor and its personnel certify that they have not and will not engage in proscribed practices and proscribed conduct during the procurement process and the performance of the Contract. The Commission defines Proscribed Practices as follows:

**Fraudulent practice:** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**Corrupt practice** is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

**Coercive practice** is the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party in order to influence the actions of that party;

**Collusive practice** is the proposing or entering into an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

**Unethical practice** is conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with the Commission;

**Obstructive practice** is any act which deliberately and in an effort to compromise an investigation, destroys, falsifies, alters or conceals information or documents that may be relevant to a fraud and corruption investigation, or material that could become evidence as a result of such investigation; or the making of false statements to investigators during such an investigation.

### 39. CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s 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.

#### 40. MINES

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### 41. TERRORISM

The Contractor shall ensure that none of the funds received from the Commission under the Contract are used, directly or indirectly, to provide support to individuals or entities subject to sanctions or other measures promulgated by the United Nations Security Council and appearing in the Consolidated United Nations Security Council Sanctions List. This provision shall be included in all subcontracts or sub-agreements entered into under the Contract.

#### 42. FULL DISCLOSURE

- (a) The Contractor will immediately notify the Commission upon becoming aware of any Proscribed Practices or other prohibited practices or conduct or suspicion thereof, as per Clauses 37-41, by itself or its personnel during the procurement process or the performance of the Contract. The Contractor will take all appropriate measures to prohibit and prevent its personnel from engaging in Proscribed Practices or any other prohibited conduct, as well as to investigate allegations thereof, or to take corrective action when such a Proscribed Practice or any other prohibited conduct has occurred.
- (b) The Contractor further warrants that it is not the subject of any sanctions, or otherwise identified as ineligible by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution. The Contractor will disclose to the Commission if it becomes subject to any sanction or temporary suspension during the term of the Contract. The Contractor recognizes that a breach of this provision constitutes a fraudulent practice.

#### 43. DATA PROTECTION

- (a) **Use of the Commission's data:** Use (including accessing, processing, retention, storage) of the Commission's data is limited to the purposes contained in the Contract and such use will be limited to Contractor's personnel on a "need to know" basis. Use of the Commission's data for internal research, marketing, sales, or promotional purposes is strictly prohibited. Subject to Clause 12 (Confidentiality), the

Contractor will treat the Commission's data as confidential and may neither disclose it nor make it available to any third-party except with the prior written authorization of the Commission.

- (b) **Compliance:** The Contractor confirms that it has a data protection policy in place that meets applicable legal requirements and that it will apply such a policy to the Commission's data, without prejudice to the privileges and immunities of the Commission. The Contractor will implement technical and organisational measures to ensure appropriate protection of the Commission's data, in conformity with the abovementioned requirements and internationally recognised standards and best practices. In addition, the Contractor will:
- (i) at its sole expense and risk, return, delete, or destroy all the Commission's data, including data backups, upon written instruction of the Commission. The Commission will provide a reasonable period of time and take into account the Contractor's legitimate interests, as well as the termination or expiration date of the Contract;
  - (ii) process, retain or store the Commission's data exclusively in countries that are signatories to the Comprehensive Nuclear-Test-Ban Treaty and that ensure adequate legal protection of the Commission's privileges and immunities; and
  - (iii) be liable for any resulting damages or penalties for its failure to comply with its obligations.
- (c) **Data security:** Upon discovery of a data security breach, the Contractor will immediately notify the Commission and undertake at its sole expense to:
- (i) propose immediate remedial actions (including containment);
  - (ii) implement, as directed by the Commission, all necessary damage mitigation and remedial actions;
  - (iii) where applicable, as directed by the Commission, restore the Commission's and end-users' access; and
  - (iv) keep the Commission informed of its progress.
- (d) The Contractor, at its sole expense, will cooperate fully with any Commission investigation, remediation steps and response to a data security breach.

#### 44. ESSENTIAL TERMS

The Contractor acknowledges and agrees that each of the provisions in Clauses 36 to 43 above constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the Commission to terminate the Contract or any other contract the Contractor has with the Commission, immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Furthermore, the Commission is entitled to exclude the Contractor from participating in future tenders should the Contractor breach any of the provisions included in Clauses 36 to 43.

## **ANNEX B**

### **GENERAL TECHNICAL SPECIFICATIONS**

#### **SUPPLY, INSTALLATION OF DIESEL GENERATOR AND PROVISION OF ASSOCIATED WORKS FOR THE REPLACEMENT OF OLD BACK-UP POWER SYSTEM AT THE IMS PRIMARY SEISMIC ARRAY PS45 (AKASG – MALYN), UKRAINE**

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# **1 PURPOSE AND BACKGROUND OF THE PROJECT**

## **1.1 General**

The Preparatory Commission (hereinafter referred to as the “Commission”) of the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO) intends to upgrade the diesel generator system and generator electrical infrastructure for the International Monitoring System (IMS) station PS45 in Malyn, Ukraine, hereinafter referred to as the “Station”.

The seismological Station PS45 (AKASG – Malyn) Ukraine serves as one of the Provisional Technical Secretariat (PTS) back-bone stations, significantly contributing to robust detections of global seismic events. The Station was originally constructed in 1980 for monitoring nuclear tests and was certified as part of the International Monitoring System (IMS) in 2002. The Station includes 24 physical elements installed over an aperture of approximately 25 x 25 km and is located near the town of Malyn, Ukraine, approximately 120 km to the northeast from the capital, Kyiv, and is accessed by a two-and-a-half hour drive on a fairly developed motorway. The main reference location (AKBB) is 50.7012N and 29.2242E. All sites are located within woodlands and accessed via off-road trails. Data from all 24 sites is transmitted via fiber-optic cabling to the Central Recording Facility (CRF), located within the premises of the Main Center of Special Monitoring (MCSM) - a branch of the National Space Facilities Control and Test Center (NSFCTC) in the center of the array. The NSFCTC is the Station Operator (SO) for the Station. The Station location and array layout are enclosed in Attachment A to these Terms of Reference (ToR).

The primary source of power for the PS45 Station is mains/utilities to a transformer substation, using two transformers and powered by two overhead lines with a voltage of 10 kV. Mains power can be unreliable during inclement weather conditions in the area, with total power failures lasting on average 7 to 8 days per year. At the CRF (CF-AKASG), two diesel generators are used to provide backup power. The current generators were manufactured in 1981 and 2003, respectively. The 20kW generator (DG-1) currently consumes 11.5 liters of fuel per hour, and the 60 kW generator (DG-2) consumes 31.5 liters of fuel per hour. Fuel is stored in a storage tank in an attached building with a volume of 250 liters, that is hand-pumped without filtration. The DG-1 generator is intended to operate in summer, providing enough power for the technological and household load at the CRF, as well as technological equipment of AKBB, AK01, AK02, AK03 and AK04 sites. The DG-2 generator operates in winter, providing power to the same technological and household equipment in the CRF, technological equipment of AKBB, AK01, AK02, AK03 and AK04 sites, as well as electric boilers for CRF heating. Additionally in recent years, repairs for the DG-2 generator has become increasingly difficult due to issues with procuring spare parts. The switching equipment of the transformer substation is morally and physically outdated. The repair of the equipment is complicated by the lack of spare parts. The main electrical equipment, outlined in Table 2 of Attachment B of this ToR, has been in operations for over forty years. Only the DG-2 generator will be upgraded, and the DG-1 generator will remain unchanged.

Switching between the electrical network inputs, start-up and switching of the power supply to the generators is currently performed manually by on-duty personnel from the transformer

building. No automatic transfer system or electro-mechanical blocking exists, leading to an increased potential for accidents to occur. Manual switching is also time-consuming, and there exist no indication of voltage and power status on the current electrical panels. Ventilation of the generator building is also performed manually, with NSFCTC personnel opening windows and doors for ventilation of the generator room. The generator room also does not have a fire protection system, and the generator building roof is not equipped with lightning protection.

## **1.2 Purpose**

The Commission seeks to engage a contractor (hereinafter referred to as the “Contractor”) to replace the existing DG-2 60 kW diesel generator with a new generator to provide a 24/7 backup power supply of the technological load with a high-quality alternating current power supply.

The Commission plans to upgrade the existing electrical systems in the generator building and transformer building to allow for automatic switching between the electrical network inputs, automatic start-up of the diesel generator in the event of power failure and provide systems for the general automatic functioning of the system.

## **2 SCOPE OF SUPPLY**

These ToR provide the technical description and requirements of the generator replacement work and associated infrastructure works, with the objective to modernize the backup power supply of the PS45 Station (hereinafter referred to as the “Work”). Modernization of the backup power supply system generally includes the functioning of the back-up power system in automatic mode, with automatic switching between the inputs of the electrical network, and automatic start-up of the diesel generator in the event of power failure on both electrical network inputs.

The Contractor shall perform the following Work Tasks (WT), in accordance with the requirements below:

- a) **WT1:** Preparation work for the replacement of the generator, as further detailed in Section 2.1 of these TOR;
- b) **WT2:** Supply and installation of the new generator and provision of associated services, as further detailed in Section 2.2 of these TOR.

All Work shall be done in accordance with local rules and regulations concerning the generator installation, electric and infrastructure works.

The Contractor shall perform all necessary tests applicable to generator installations, hand-over the installed back-up generator system to the Station Operator representative(s) and obtain from them an acceptance note.

## **2.1 Work Task 1: Preparation for the installation of the new generator**

The Contractor shall carry out the necessary preparation works for the successful implementation of Work Task 2, which include:

- (a) Obtaining all the necessary permits to access the Station for the sole purpose of carrying out the Work;
- (b) Obtaining all the necessary licenses and permits for the civil works and electrical works; The owner of the object provides initial data on the object on which work is planned in accordance with the Legislation.
- (c) Inspection of the existing backup diesel generator configuration;
- (d) Detailed assessment of the transformer building main switching device between the generators and transformers;
- (e) Detailed assessment of existing ventilation system, exhaust system, fuel refuelling system, and fire protection system;
- (f) Assessment of cable lines from the generator building to the transformer building;
- (g) Assessment of existing grounding and lightning protection of the generator building;
- (h) Preparation of the set of technical design documentation for all planned works according to the local standards for low voltage generator installations and construction works, taking into account local building regulations and standards;
- (i) Certification of all design documentation by the state authorities, in accordance with relevant legislation and regulations, if necessary;
- (j) Submission and agreement with the SO of a detailed work schedule, main planning decisions, equipment to be supplied, and the main technical solutions for the reconstruction of the Station's power supply system;
- (k) Provide services of engineering supervision of the back-up generator system.

## **2.2 Work Task 2: Supply, installation of new back-up generator, electrical works, integration and testing with the existing power system**

The Contractor shall carry out all the following supply and installation works that are necessary for the upgrade of the back-up generator system in the generator building and transformer building at the Station.

(a) Purchase and supply of the diesel generator. The diesel generator shall be preferably or equivalent to “Cummins C90D5 90kVA” - Three Phase Silent Diesel Generator (Nominal Power – 65.6 kW) and shall have the following functional specifications:

- The supplied generator must be new and unused.
- The supplied generator shall assume a full-rated load in one step.
- The supplied generator shall include a built-in extended tank for 1 day of operations (capacity of at least 300 liters).
- The supplied generator shall include a noise-reducing hood or canopy to protect personnel from hazards while the generator is running, and to protect the generator water, moisture, liquids, and accidental contact.

If supply of the aforementioned generator model is unavailable, an equivalent generator must be supplied that meets the technical specifications outlined in Attachment C of these ToR.

(b) During the installation work of the new generator, the new generator shall be temporarily operated outside of the generator building, before the old DG-2 generator is removed from its current position.

(c) Supply and install a new, unused automatic ventilation system in the generator building. The automatic ventilation system shall consist of electric ventilation valves.

(d) Supply and install a new, unused automatic fire alarm system and fire extinguishers in the generator building, in accordance with local building regulations.

(e) Supply and install a new, unused automatic fuel refuelling system. This system shall include an electric fuel pump, fuel filter and water separator, a fuel level sensor, and a diesel fuel tank breather system with flame arrestor.

(f) Supply and install new and unused generator exhaust piping, to replace the existing exhaust pipes that have experienced cracks and rusting due to high temperatures and high usage.

(g) Supply and install all cable and conductor products between the generator building and transformer substation, and within the transformer substation, as required.

(h) Supply and install a lightning protection system (LPS) on the roof of the generator building. The LPS shall follow the CTBTO/IMS Earthing and Lightning Protection Minimum Standard (Version 3.0/2023), included as Attachment D of this ToR. The Contractor can use the existing grounding loop of the generator building, provided that the existing grounding/earth termination system complies with the Minimum Standard.

(i) Supply and install new, unused electrical cabinets and switchboard devices in the transformer substation between the two transformers and two generators. Schneider Electric shall be used as the manufacturer of the element base. Automatic Transfer Switch (ATS) devices shall be based on the ASCO or Socomec ATyS ATS motorized

switch, as outlined in Attachment C of this ToR. The electrical installation shall also include a PM5320 Schneider Electric Power Meter or equivalent, shall be equipped with electro-mechanical blocking devices, and shall signal ATS status and voltage status;

- (j) Supply and install the switchboard of the transformer substation with lightning surge suppression devices and electricity meters for the purposes of technical accounting;
- (k) Connect and integrate the diesel generator to the Station's upgraded electrical networks to ensure that the system functions automatically, with automatic switching between electrical network inputs and automatic start-up of the diesel generator in the event of power failure of the main electrical network;
- (l) Conduct individual and complex tests of the installed generator and all installed electrical equipment.
- (m) Conduct a training of NSFCTC personnel and specialists in the operation and maintenance of the diesel generator, internal combustion engine, and alternating current generator. Such training shall be no longer than 1 (one) day.

The Contractor shall perform all necessary activities for the preparation of the documentation of the new back-up power system, procurement of the system's components (including their delivery to the Station), assembling the system components, and installation and testing of the systems at the Station.

The Works shall be done in accordance with the local rules and regulations of the country concerning the electrical installations and electrical safety.

The Contractor shall be responsible for dismantling old generator and other parts of the existing back-up system, which will not be in use after the replacement. The Contractor shall provide a box for old generator and other parts of the back-up power system suitable for storage and shipment to the dedicated location for further disposal in accordance with the local rules and regulations of the country. The work for the shipment and disposal shall be ordered by the Commission separately and outside of this contract.



### **3 TECHNICAL REQUIREMENTS**

#### **3.1 Equipment Specifications**

The Contractor shall supply the equipment, supplies and materials in accordance with the technical specifications and system diagrams provided in Attachment B and C of these ToR. The use of alternative models of the system components is strongly not recommended. Any exceptions shall be reported to the Commission for its review and approval.

#### **3.2 General Requirements for the Contractor**

- 3.2.1. The Contractor shall obtain all the necessary permits to access the Station, for the sole purpose of carrying out the Work Tasks and shall bear all costs for obtaining such permits.
- 3.2.2. The Contractor shall be a licensed electrical company or have the possibility to obtain such licenses or have a confirmed service contract with such a company for the performance of the work in Ukraine.
- 3.2.3. The Contractor shall have demonstrated experience in the electrical and civil works outlined in both Work Tasks, having performed similar Work Tasks over the past 5 years (i.e. an information about successful work, which shall include the list of works, scope, period, and status of the works). Such experience may include the installation of generators and associated exhaust/ventilation, fuel, fire protection, and power systems, as well as the experience in installing grounding and lightning protection, electric cabling, and associated civil engineering works. The Contractor shall similarly provide at least two letters from previous enterprises, or customers, that outlines the successful delivery in performing such works.
- 3.2.4. The Contractor shall provide a written statement, which contains information on the availability of the materials that meets the technical requirements for the performance of the Work.
- 3.2.5. The Contractor shall be fully responsible for compliance with local rules and regulations on electrical safety, labor protection, and fire safety while the Work Tasks are carried out. The Contractor shall also be responsible for obtaining and validating all necessary permits, licenses, and certifications, in accordance with current legislation, and shall bear all costs for obtaining such documentation. The owner of the site obtains all necessary permits for work at the site in accordance with the Legislation. The contractor provides support for obtaining construction permits to the owner of the site.
- 3.2.6. The Contractor shall provide qualification certificates of the responsible executors of the work, confirming the right to develop design and estimate documentation in accordance with the following legislation:
  - DBN A.2.2-3-2014: “Structure and Content of Project Documentation for Construction”;

- "Procedure for the development of project documentation for the construction of objects", approved by the Order of the Ministry of Regional Development, Construction and Housing and Communal Services of Ukraine dated 05.16.2011 No. 45 with changes and additions: Paragraph 4: Item 12.

3.2.7. The Contractor shall provide a manufacturer's (or its authorized representative) warranty letter for the training of NSFCTC personnel and specialists in the operation and maintenance of the diesel generator, internal combustion engine, and alternating current generator.

The Contractor shall provide the statement that it is capable to provide services of a Service Center authorized by the manufacturing plant in the territory of Zhytomyr or Kyiv region, who performs commissioning and warranty service of the diesel generator. This Service Center shall also have specialists trained at the diesel generator manufacturing plant.

The supplied generator must have a warranty period of at least 24 months from the moment of commissioning. A certified warranty letter shall be provided, along with relevant certificates for the specialists from the Service Center.

The Contractor shall provide a statement (or from its authorized representative) regarding the Contractor's ability to provide technical support and after-sales service of the installed automatic reserve input devices (AVR) in the country. This after-sales service shall include warranty and post-warranty service.

The Contractor shall provide certified copies of valid certificates of knowledge verification of electrical safety of at least 2 of the Contractor's employees (the head of works must have group IV, and all others group III on electrical safety). Copies of current knowledge certification protocols from the following Rules are required:

- Order of the MINISTRY OF FUEL AND ENERGY OF UKRAINE "On Approval of the rules for the technical operation of consumer electrical installations" dated 07.25.2006 No. 258;
- NPAOP 40.1-1.21-98: Rules for the safe operation of consumer electrical installations;
- NPAOP 40.1-1.07-01: Rules for the use of electrical protective equipment.

### **3.3 Quality and Life Expectancy**

The Contractor shall deliver a high-quality workmanship, equipment and materials, as specified in Attachments B and C of these ToR. In selection of equipment and materials, the Contractor shall consider the environmental conditions typical to the region where the Station is located.

Life expectancy of equipment and materials installed by the Contractor is defined as a period of time during which the equipment is expected to function properly with regular maintenance before a replacement is needed. Under these ToR the operational life of the installed equipment and materials by the Contractor shall be ten (10) years, at the minimum.

### **3.4 Spare parts and maintenance tools**

The Contractor shall supply an initial set of spare parts and maintenance tools required for 2-years upkeep and regular maintenance of the installed systems provided within the framework of the Contract.

## **4 INSPECTION**

The Commission may send its representative(s) to the Station for inspection during any stage of the Work. The purpose of the inspection will be the inspection of the purchased materials and quality of the Work and their compliance with the local regulations and ToR. If the inspection reveals that any part of the Work is not in compliance with the ToR, the Commission shall instruct the Contractor to take the necessary action to remedy the defects. The period to remedy the defects shall be two (2) weeks after the written report is provided by the inspection.

## **5 REPORTING**

### **5.1 Design Report**

Within two (2) months after entry into force of the Purchase Order, the Contractor shall submit to the Commission for its approval the Design Report for the upgrade of the Station. The Design Report shall be in English and sent electronically to the relevant point of contact (POC) of the NSFCTC and the Commission. The Design Report shall include, but not be limited to the following:

- (a) Detailed description of planned works, including time schedule;
- (b) Detailed description of equipment to be supplied;
- (c) Detailed description of materials to be used;
- (d) Detailed technical drawings fully showing all aspects of the planned works at the Station.

The NSFCTC representative(s) and the Commission will review the Design Report and may comment and/or request changes to the Report or the design in accordance with the requirements of the Terms of Reference. In case the Commission request changes, the Contractor shall make requested modifications and submit the revised Design Report within one (1) month.

The acceptance of the Design Report/Revised Design Report by the NSFCTC representative(s) and the Commission shall be considered as the completion of the Preparation works referred to in Section 2.1 above.

## **5.2 Equipment Procurement Report**

After purchase of the main equipment (diesel generator, power cables, associated electrical equipment, etc.), the Contractor may submit to the Commission for approval, in English, an Equipment Purchase Report. This Report shall contain proof of equipment procurement, including photos, equipment specification sheets with prices, and delivery notes.

## **5.3 Progress Report (Work Task 1)**

Within one (1) month after the completion of all the works under Work Task 1, the Contractor shall submit to the Commission a Report for Work Task 1 (Progress Report “Work Task 1”). The Progress Report “Work Task 1” shall be in English and sent electronically to the relevant POC of the NSFCTC and the Commission. This Report shall include, but not be limited to the following:

- (a) Detailed description of work carried out;
- (b) Detailed technical drawings fully representing all aspects of works;

If the NSFCTC and/or the Commission, after the review of the Progress Report “Work Task 1” or at the time of the any inspection, comes to the conclusion that the Work, or any part thereof, has not been performed in accordance with the ToR and/or the Commission requires further information from and/or a remedial action(s) by the Contractor, the Commission will instruct the Contractor to submit such additional information and/or to carry out the required remedial action(s). Within four (4) weeks of the receipt of the Commission’s instruction, the Contractor shall undertake the requested remedial action(s) and provide a Revised Progress Report “Work Task 1”, which includes a full description of the remedial action(s) taken and/or contains the additional information requested by the NSFCTC and/or the Commission.

The acceptance of the (revised) Progress Report Work Task 1 by the NSFCTC and the Commission shall result in formal acceptance of Work Task 1. Given the scheduling and completion of Work Task 1 is intertwined with the Contractor’s capacity to complete the Design Report, the Contractor is free to submit Progress Report Work Task 1 before or together with the Design Report.

## **5.4 Final Report (Work Task 2)**

Within one (1) month after the completion of all the works under Work Task 2, the Contractor shall submit to the Commission the Final Report for Work Task 2 (“Final Report”). The Final Report shall be in English and sent electronically to the relevant point of contact (POC) of the

NSFCTC and the Commission. This Final Report shall include, but not be limited to the following:

- (a) Detailed description of works carried out;
- (b) Detailed technical drawings fully representing all aspects of works;
- (c) Description of the tests and copy of the commissioning document;
- (d) Copies of technical documentation and certificates of training of the SO personnel;
- (e) Pictures documenting major stages of the work carried out.

If the NSFCTC and/or the Commission, after the review of the Final Report or at the time of the any inspection, comes to the conclusion that the Work, or any part thereof, has not been performed in accordance with the ToR and/or the Commission requires further information from and/or a remedial action(s) by the Contractor, the Commission will instruct the Contractor to submit such additional information and/or to carry out the required remedial action(s). Within six (6) weeks of the receipt of the Commission’s instruction, the Contractor shall undertake the requested remedial action(s) and provide a Revised Final Report, which includes a full description of the remedial action(s) taken and/or contains the additional information requested by the NSFCTC and/or the Commission.

The acceptance of the Final Report by the NSFCTC representative(s) and the Commission shall be considered as the completion and acceptance of the Work referred to in Section 2.2 above.

## 6 WORK SCHEDULE

The Contractor shall ensure the completion of the Work and acceptance of the Final Report by 31 October 2024.

	Latest Deadline	Activity
1.	Within 1 month following the conclusion of contract (Purchase Order)	Design Report completed by the Contractor. Preparation of the comprehensive set of documentation according to local regulations for generator works, electrical works, and civil works. Submission of the Design Report and Work Task 1 Report to the Commission and NSFCTC.
2.	2 weeks after receipt of Design Report by the Commission	Commission and NSFCTC review of the Design Report.
3.	(if applicable) Within 1 month after the Commission’s review of the Design Report	(if applicable) Correction of design solutions. Submission of revised Design Report to the Commission and NSFCTC for further review and acceptance. The acceptance of Design Report is the basis for providing payment for Work Task 1
4.	Within 2 months after Commission’s acceptance of Design Report	Procurement and delivery of all required upgraded components and equipment to the station. Completion of Work Task 2 by the Contractor. Submission of

		corresponding Final Report to the Commission and NSFCTC.
5.	2 weeks after receipt of Work Task 2 Progress Report by the Commission	Commission and NSFCTC review of the Final Report.
6.	(if applicable) Within 6 weeks after the Commission's review of the received Work Task 2 Progress Report.	Implementation of any remedial actions (if and as necessary) by the Contractor. Submission of revised (if applicable) the Final Report for Commission's review and acceptance.
7.	2 weeks after receipt of revised Work Task 2 Progress Report by the Commission	Commission's review of the revised the Final Report. The acceptance of the Final Report is the basis for providing payment for Work Task 2.

The above is the schedule at the latest, for the delivery of all works in full (including any remedial actions necessary). Shorter delivery/completion time is preferable.

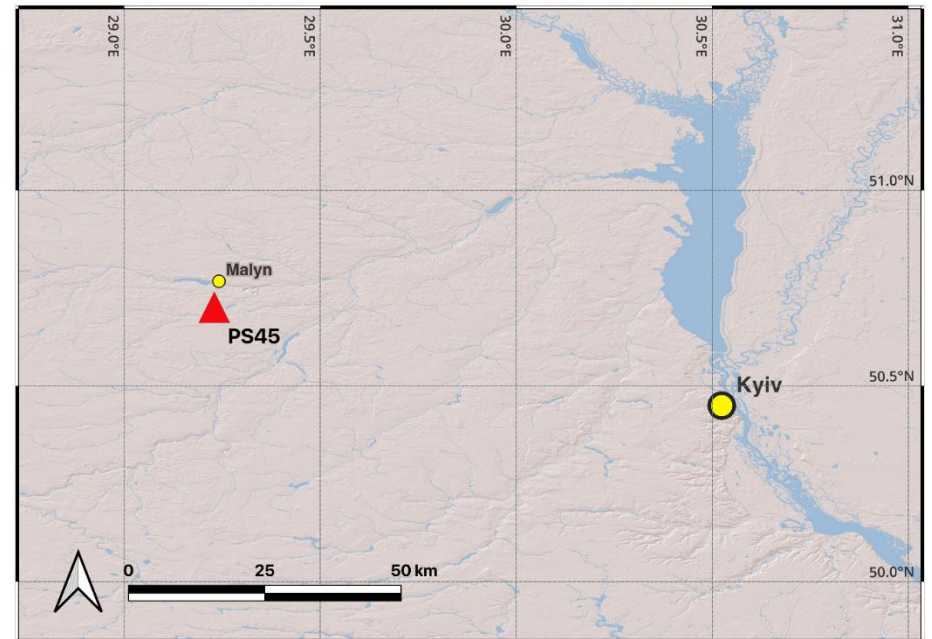
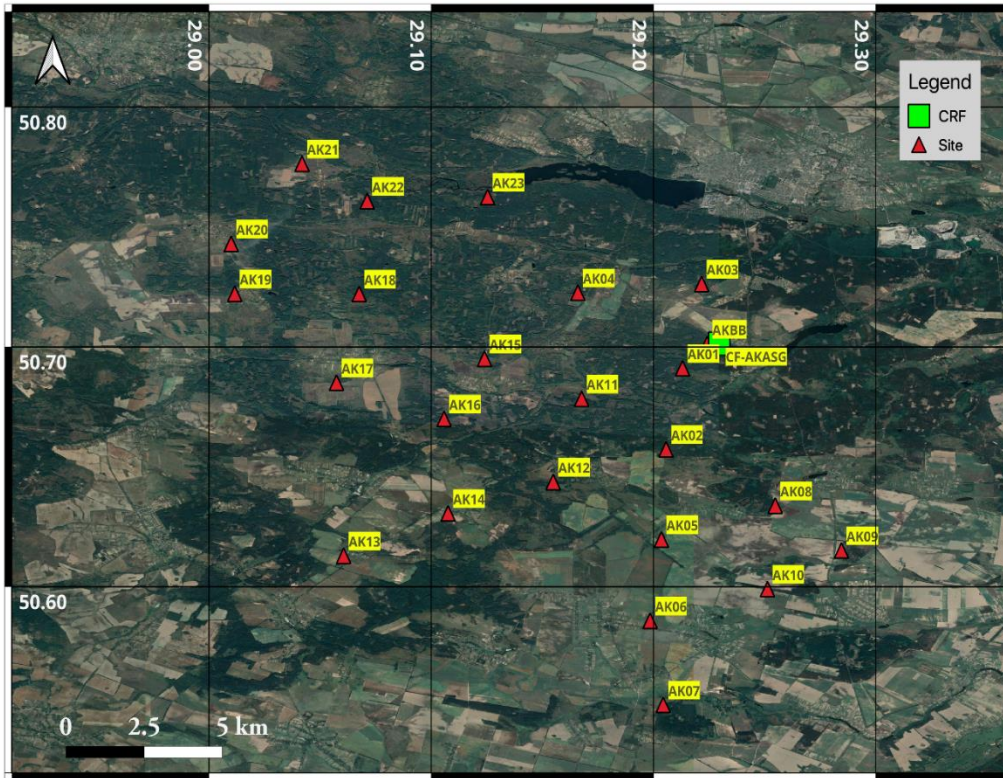
## **7 LIST OF ATTACHMENTS**

**Attachment A:** PS45 Malyn, Ukraine Station Layout

**Attachment B:** Existing generator and electrical components already installed at PS45

**Attachment C:** Technical Specifications of Equipment to be Supplied to PS45

# Attachment A: PS45 Malyn, Ukraine Station Layout



**Attachment B: Existing generator and electrical components already installed at PS45**

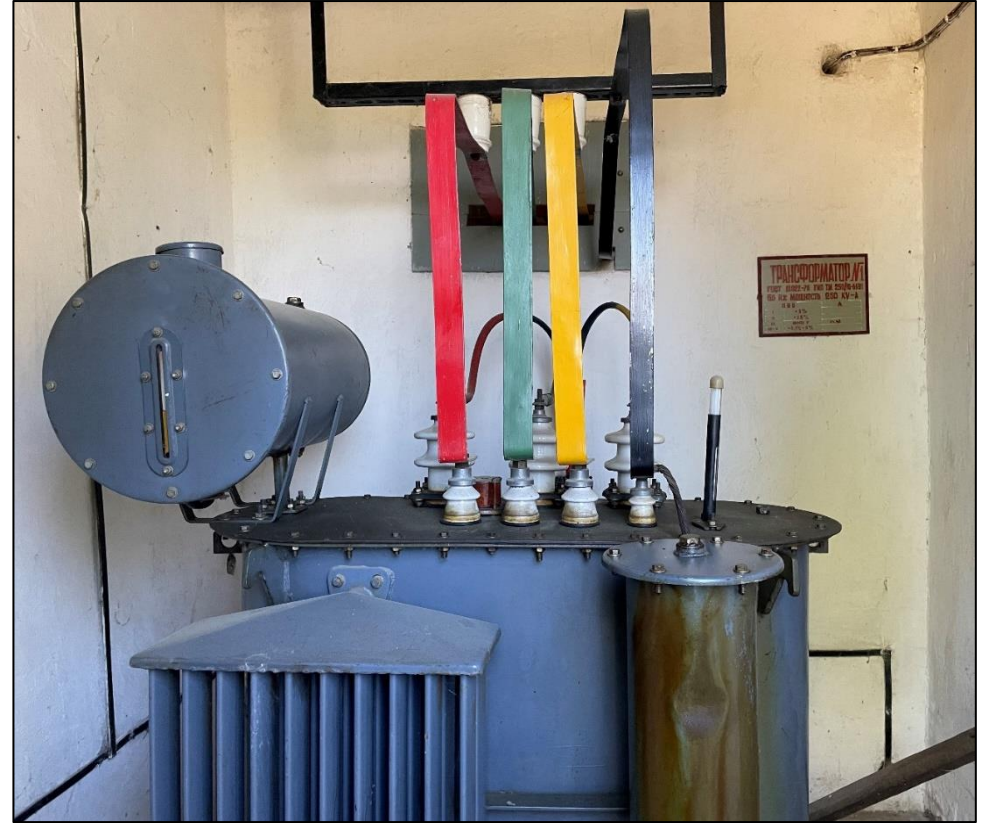
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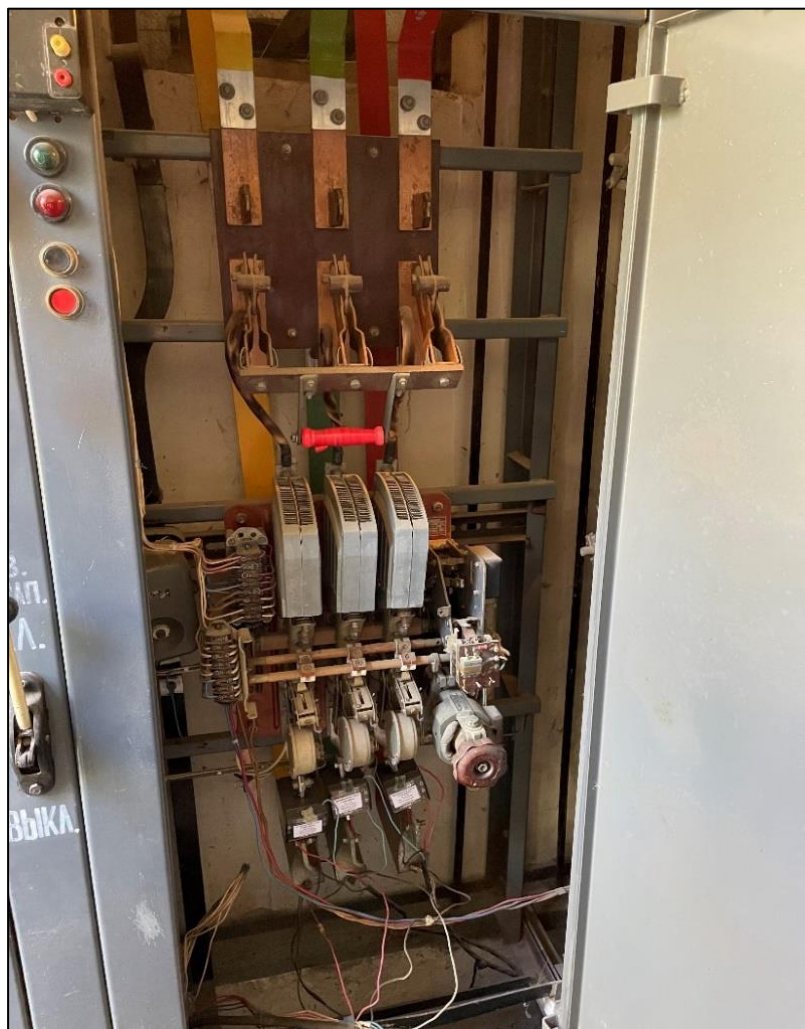
Left Photo: Outside View of Generator Building adjacent to the PS45 Central Recording Facility

Right Photo: Outside View of Transformer Substation adjacent to the PS45 Central Recording Facility





Left Photo: Switchboard Room inside Transformer Building  
Right Photo: Power Oil Transformer – 250 kVa



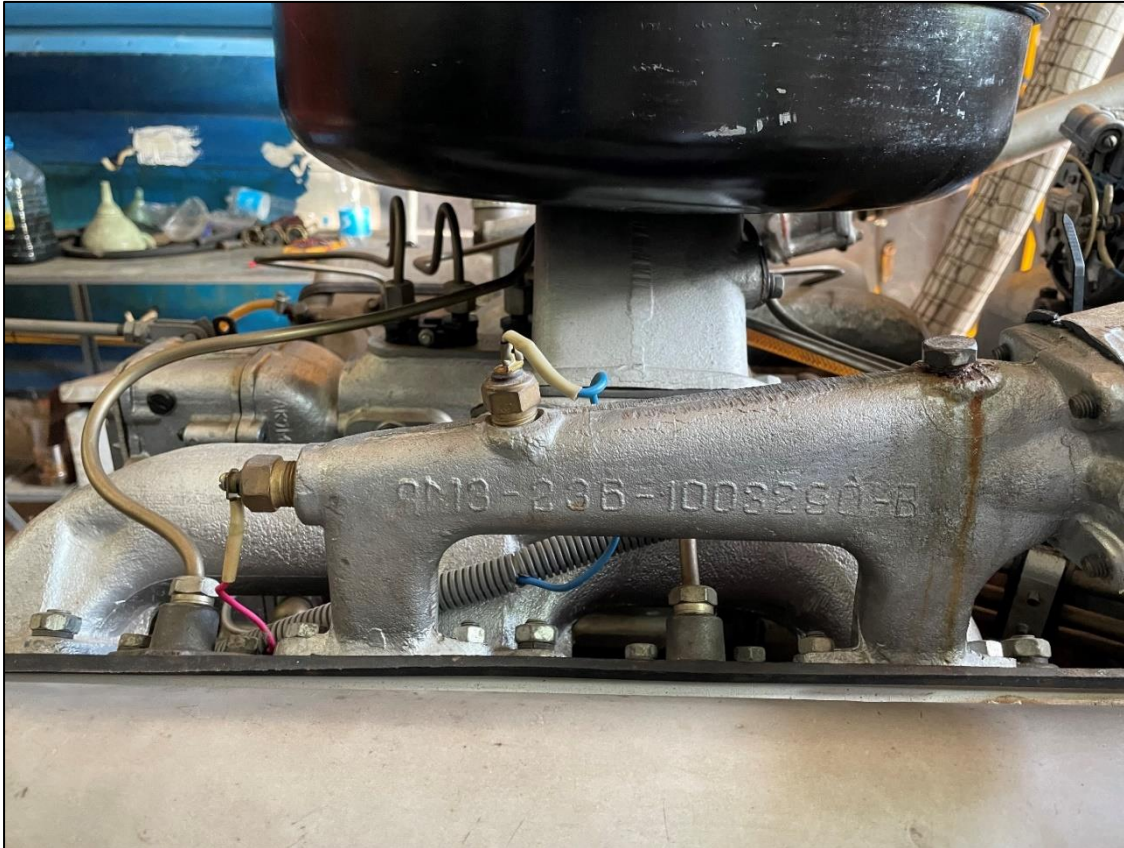
Left Photo: Input Panel inside Transformer Building  
Right Photo: Distribution Linear Panel inside Transformer Building



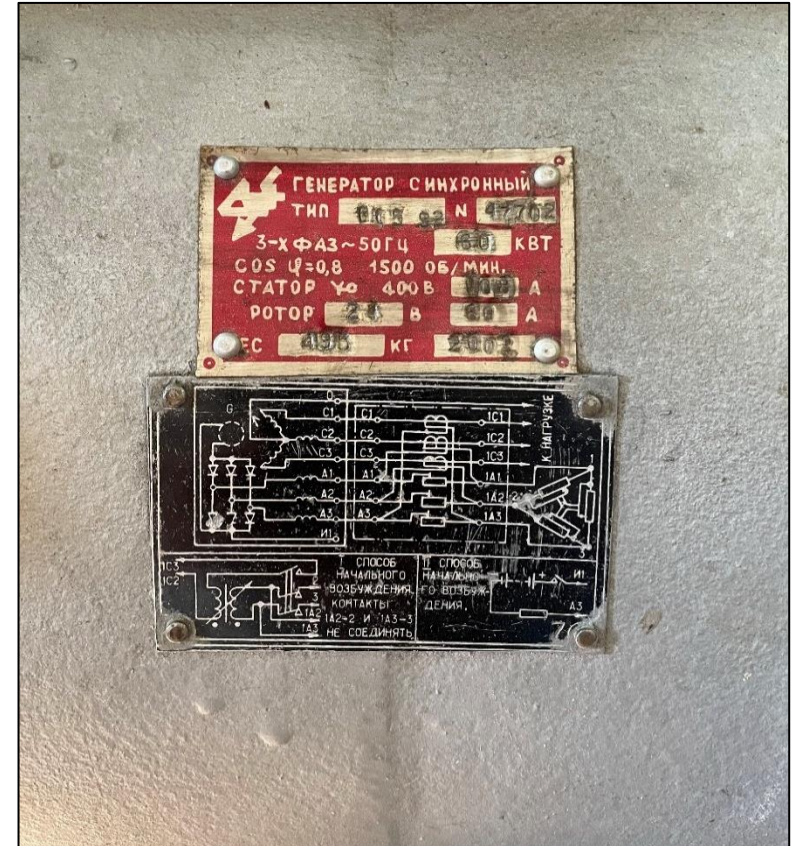
Left Photo: Diesel Generator ASDA2-20/T3400 (DG-1 20 kW)  
 Right Photo Top: Diesel engine of Generator ASDA2-20/T400 (DG-1)  
 Right Photo Bottom: Generator of 20 kW



Diesel Generator AD-60/T400 (DG-2 60 kW)

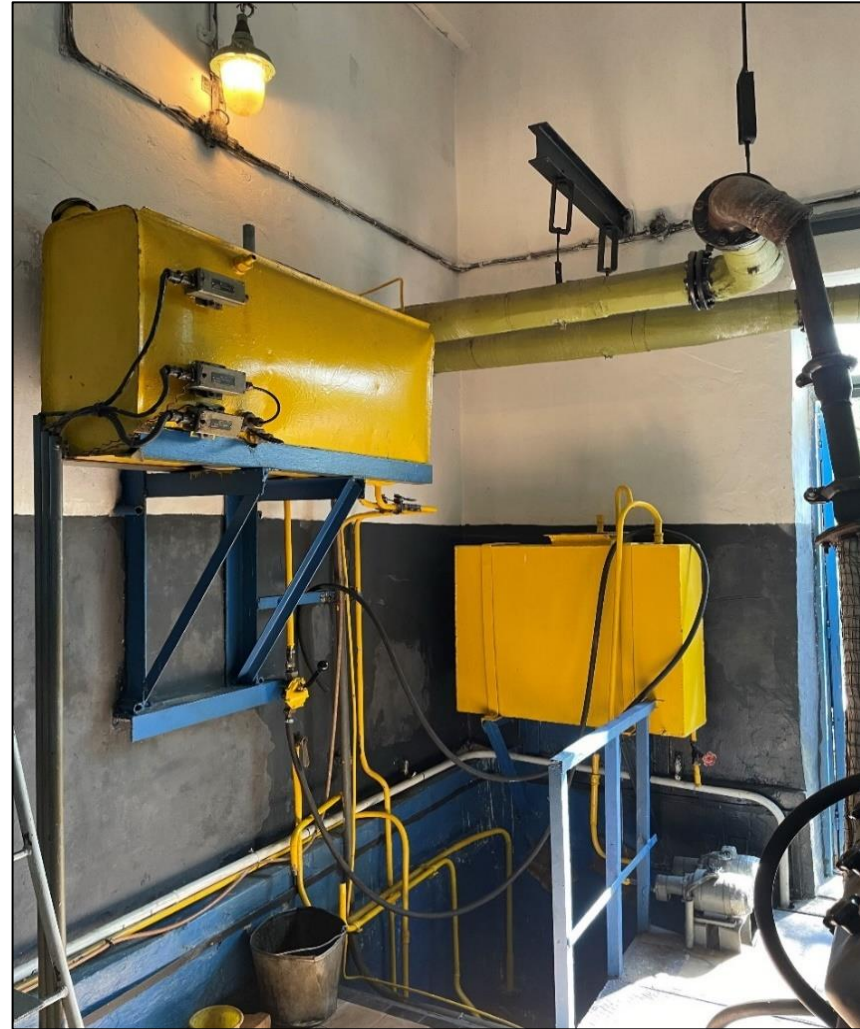


Left Photo: Diesel engine of Generator AD-60/T400 (DG-2)  
 Right Photo: Generator of 60kW





Left Photo: Manual Fuel System inside Generator Building  
Right Photo: Fuel System inside Generator Building (alternate view)





General Layout of Generator Building Electronic Boxes

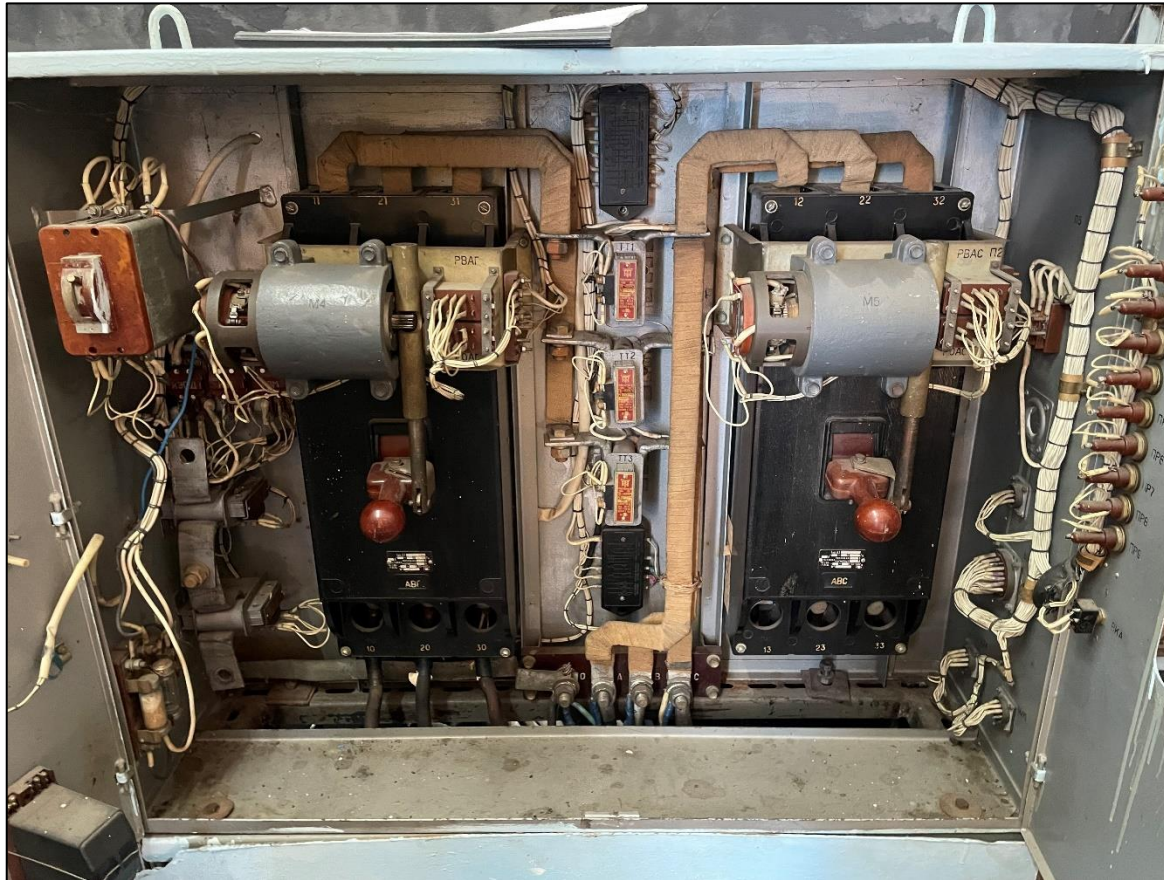


Degraded Electrical Wiring beneath DG-2



Battery cabinet AD-60/T400.





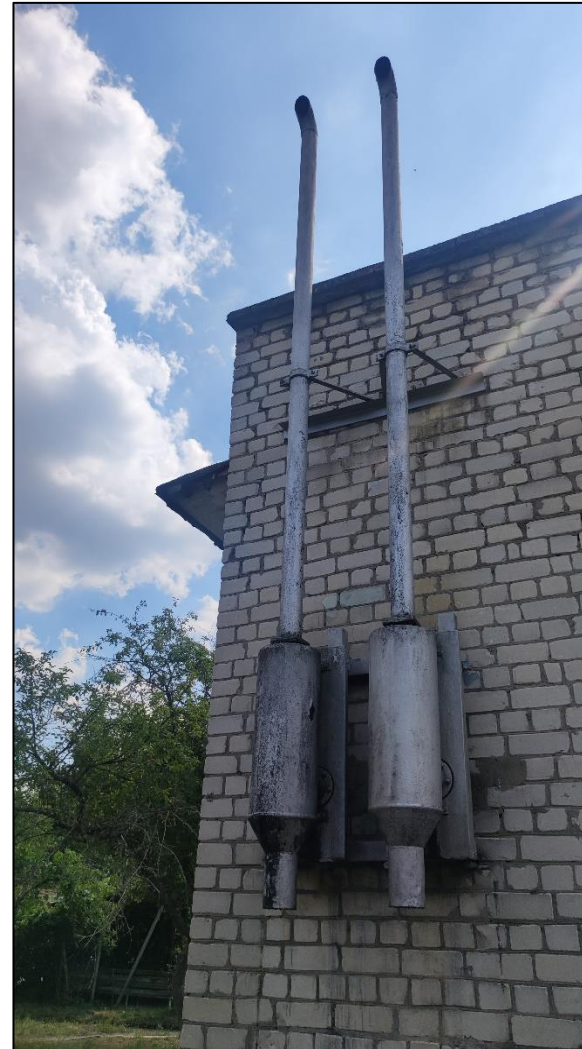
Transfer Switch Electronics box located inside the Generator Building



Left Photo: This cabinet is not in use, can be dismantled.  
Middle Photo: Switching cabinet (connection/disconnection) of a diesel generator with consumers in a technical building/  
Right Photo: Control unit AD-60/T400.



Left Photo: Exhaust piping #1 outside of the Generator Building



Right Photo: Exhaust piping #2 outside of the Generator Building

Table 1: List of main electrical equipment

№	Name	Type (model)	Producing country	Quantity, items.
1	Power oil transformer 250kVA, 10/0.4kV	TM-250-10/0,4	USSR	2
2	Input panel 0.4 kV, 800 A	ЩО-70	USSR	3
3	Sectional panel 0.4kV, 800A	ЩО-90	USSR	1
4	Distribution linear panel 0.4kV, 800A	ЩО-70	USSR	4
5	Panel ATS 0,4кV, 500A	ABP-500	USSR	1
6	Electric energy meters	Nik	Ukraine	2
7	Diesel generator 20 kW	АСДА2-20/T400	USSR	1
8	Diesel generator 60 kW	АД-60/T400	Russia (ЯМЗ)	1

## Attachment C: Technical Specifications



» Generator set data sheet

**Model:** C90 D5 (6B)  
**Frequency:** 50  
**Fuel Type:** Diesel

Spec sheet:	SS28-CPGK
Noise data sheet (Open/enclosed):	ND50-CS550
Airflow data sheet:	AF50-550
Derate data sheet (Open/enclosed):	TBD
Transient data sheet:	TD50-550

Fuel consumption	Standby				Prime			
	kVA (kW)				kVA (kW)			
Ratings	90 (72)				82 (65.6)			
Load	1/4	1/2	3/4	Full	1/4	1/2	3/4	Full
gph	1.4	2.5	3.8	5.2	1.3	2.3	3.4	4.7
L/hr	6.2	11.5	17.1	23.6	5.7	10.3	15.4	21.2

Engine	Standby Rating	Prime Rating
Engine manufacturer	Cummins	
Engine model	6BTA5.9 G5	
Configuration	Inline 6-Cylinder Diesel	
Aspiration	Turbocharged and After Cooled	
Gross engine power output, kWm	102	93
BMEP at set rated load, kPa	1386	1265
Bore, mm	102	
Stroke, mm	120	
Rated speed, rpm	1500	
Piston speed, m/s	6	
Compression ratio	17.6:1	
Lube oil capacity, L	16.4	
Overspeed limit, rpm	1800	
Regenerative power, kW	6.545454545	
Governor type	Electronic	
Starting voltage	12V Volts DC	

Fuel flow	
Maximum fuel flow, L/hr	45
Maximum fuel inlet restriction, mm Hg	8
Maximum fuel inlet temperature (°C)	71

Air	Standby Rating	Prime Rating
Combustion air, m <sup>3</sup> /min	131.00	120.00
Maximum air cleaner restriction, kPa	6	

Exhaust		
Exhaust gas flow at set rated load, m <sup>3</sup> /min	21.4	19.5
Exhaust gas temperature, °C	540	533
Maximum exhaust back pressure, kPa	10.5	

Standard set-mounted radiator cooling		
Ambient design, °C	54	
Fan load, KW <sub>m</sub>	5.60992	
Coolant capacity (with radiator), L	19.75	
Cooling system air flow, m <sup>3</sup> /sec @ 12.7mmH <sub>2</sub> O	3.44	
Total heat rejection, BTU/min	9259	8419
Maximum cooling air flow static restriction mmH <sub>2</sub> O	12.7	

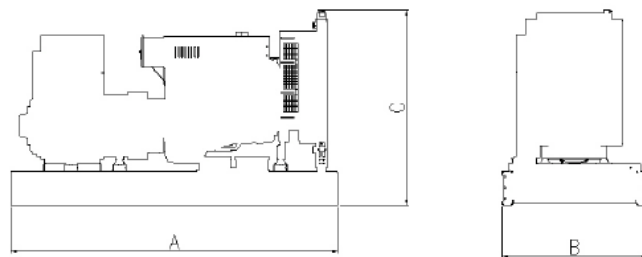
Weights*	Open	Enclosed
Unit dry weight kgs	1244	1944
Unit wet weight kgs	1555	2255

\*Weights represent a set with standard features. See outline drawing for weights of other configurations

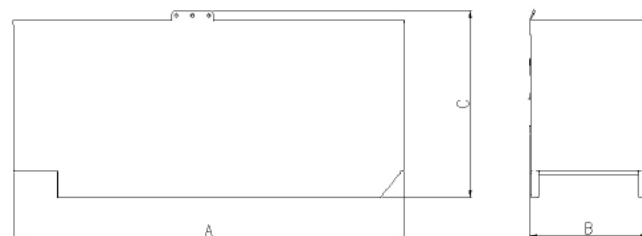
Dimensions	Length	Width	Height
Standard open set dimensions	2268	1094	1576
Enclosed set standard dimensions	3151	1142	1714

### Genset outline

#### Open set



#### Enclosed set



Outlines are for illustrative purposes only. Please refer to the genset outline drawing for an exact representation of this model.

**BIDDER'S STATEMENT**

**PLEASE FILL-IN & SUBMIT WITH THE PROPOSAL**

Delivery Time:

Shipping weight (kg) and Volume (m<sup>3</sup>) – if applicable:

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

For one-year period  For a period of .....

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

For a two-year period  For a period of .....

Availability of local service in Vienna, Austria (if any):

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.

Included in this quotation:            Yes             No

**Confirmation that the bidder has reviewed the Commission's Model License Agreement (if attached), the Commission's General Conditions for Goods (if attached), the Commission's General Conditions of Contract (if attached), Draft Contract (if attached), and the Special Conditions (if attached), 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:**

## 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 controlling shareholders, directors and officers have not, within the last five years been convicted of any criminal offense related to proscribed practices nor related to professional conduct or the making of false statements and/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 and its shareholders, directors and officers 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.

<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, their shareholders, competitor(s) or potential competitor(s) with a view to restricting competition. Any of the bidder's stakeholder has no interest in any of other potential bidders/competitors (e.g. is not a shareholder in another potential bidder/competitor or have a conflict of interest).
- 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>

## 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)		
8. Year Established:	9. Number of Employees:	
10. Gross Corporate Annual Turnover (US\$m)*:	11. Annual Export Turnover (US\$m)*:	
12. Type of Business/Products:    Manufacturer <input type="checkbox"/> Sole Agent <input type="checkbox"/> Supplier <input type="checkbox"/> Other <input type="checkbox"/> (please explain)		
13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/> Other <input type="checkbox"/> (please explain)		
14. References (your main customers, country, year and technical field of products, services or work): **		
15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**		
Organization:	Value in US\$ Equivalent:	Year:
Organization:	Value in US\$ Equivalent:	Year:
16. Summary of any changes in your company's ownership during the last 5 years:		

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

\*\* Please provide supplementary documentation on these items.

17. List of Products/Services/Work offered:

Product/Service/Work #	Product/Service/Work Description

18. This section shall be **signed and stamped** by an official legally authorized to enter into contracts on behalf of your organization:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Bank Details**

Bank Name:

Bank Address:

Exact Account Holder Name:

**Beneficiary Details**

Beneficiary Name:  
(exactly as stated on bank statements)

IBAN:  
(if applicable)

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.