REQUEST FOR PROPOSAL

To: ALL POTENTIAL BIDDERS CTBTO Ref. No.: 2024-0203/POLONSKAYA

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Date: 20 Dec 2024

Subject: Call-off Contract for Seismic Source Services

Deadline for Proposal Submission: 17 Jan 2025 Vienna Local Time: 17:00

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

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

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

Yours Sincerely,

Sally Alvarez de Schreiner Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0203

Title: Call-off Contract for Seismic Source Services

Closing Date: 17 Jan 2025

Vienna Local Time: 17:00

Procurement Staff: Olga Polonskaya CTBTO Req. No.: 0010025337

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

		productive in the production of the production o
A: We sh	nall submit our proposal	
		Company Name:
Ву:		Contact Name:
	(date)	
		Email/Tel:
R: Wo m	ay submit and will advise	
D. WE III	ay Subiliit and will advise	Company Name:
Ву:		Contact Name:
	(date)	Email/Tel:
C: We wi	ill not submit a proposal for t	the following reason(s)
		t permit us to take on additional work at this time; expertise for this specific project;
_	insufficient time to prepare a pother (please specify)	oroper submission;
		Company Name:
		Contact Name:
		Email/Tel:

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

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

This Request for Proposal (RFP 2024-0203) is for the provision of Services as described in the Terms of Reference for "Call-off Contract for Seismic Source Services to Support OSI Active Seismic Surveys" (hereinafter referred to as the "Services").

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

2. Documents included in this RFP

This RFP consists of the following documents:

- 1. Letter of Invitation:
- 2. These Instructions for Preparation and Submission of Proposals, including the Bidder's Statement and the following attachments:
 - Attachment 1: Procedure for Submission of Electronic Offers in 2 sealed files;
 - Attachment 2: Evaluation Criteria and Method;
 - Attachment 3: Technical Compliance Matrix; and
 - Attachment 4: Financial Bid Price Schedule Form.
- 3. Vendor Profile Form;
- 4. Statement of Confirmation;
- 5. The Commission's Model Call-Off Contract and its Annexes:
 - Annex A: The Commission's General Conditions of Contract, also available at <u>CTBTO</u> <u>General Conditions of Contract_08-10-2021_final.docx</u> and incorporated hereby by reference:
 - Annex B: The Commission's Terms of Reference.

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

6. List of CTBT State Signatories available at <u>www.ctbto.org</u> under <u>Status of Signatures and Ratifications | CTBTO</u> and incorporated hereby by reference.

3. Amendment of RFP Documents

At any time prior to the closing date for submission of Proposal, the Commission may, for any reason, modify the RFP documents by amendment. The Commission may consider

extending the deadline in order to allow adequate time for considering the modifications in the preparation of the Proposal.

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

The Proposal shall be submitted electronically according to the attached Attachment 1 "PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES".

Proposals not submitted as electronically sealed proposal as indicated above and following the instructions outlined in Attachment 1 and in accordance with this RFP will not be considered and may lead to the rejection of the bidder from the procurement process.

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

6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case, no later than **ten (10) 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 sent to:

E-mail: procurement@ctbto.org

Subject: RFP 2024-0203/Polonskaya - Request for Clarifications

The Commission will make all reasonable efforts to issue the clarifications not later than seven (7) business days prior to the Closing Date.

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

7. Eligible Goods and Services

The goods and services (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT) which is available in the CTBTO website at www.ctbto.org under Status of Signatures and Ratifications | CTBTO. For purposes of this paragraph, "the origin" means the place from where the

materials, goods and/or from which the services are supplied.

8. Type of Contract and Payment

The Commission intends to conclude Call-off Contract(s) on lot basis with firm fixed unit prices based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 13 of the attached Model Contract.

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

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

9. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

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

PART I: TECHNICAL PROPOSAL

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

Point of Contact

The Proposal shall state the contact details and address (name, telephone number, and e-mail address) of the person/point of contact in your company dealing with this RFP.

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 as part of the Technical Proposal.

Description of Proposed Services

The technical Proposal shall follow the ToR requirements and compliance matrix provided in **Attachment 3** and demonstrate a bidder's understanding of the required scope and frequency of Service, as well as demonstrate a bidder's overall capacity and experience for the execution of the Service.

Specifications

The Proposal shall include a detailed description of the proposed seismic source(s) to confirm technical compliance as per ToR requirements. A bidder can provide Proposal for one, two or all three lots (based on a type of used source(s)).

The Proposal shall demonstrate acceptance of the Service provision requirements and include relevant supporting information, if any. List of currently available destinations/countries for source(s) deployment and operation should be provided in the Proposal.

The Proposal shall also provide any other relevant information which a bidder would like to bring to the attention of the Commission whether having/ or not having cost implications.

Commission's Inputs

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

Oualifications

Documentary evidence of the bidder's qualifications to provide the Services as stipulated in the ToR, which shall establish to the Commission's satisfaction that the bidder has technical capability and experience necessary to perform the Contract.

Personnel

Documentary evidence of the bidder's personnel qualifications to provide the Services as stipulated in the ToR, which shall establish to the Commission's satisfaction that the bidder's personnel has experience necessary to perform the Contract.

Curriculum vitae of minimum two personnel proposed for this Contract, including technical experience to perform the Services and three references shall be provided as a part of the Proposal.

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

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

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

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

Sub-Contractors

Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted services. The Proposal shall provide a statement that your organization shall be

fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBTO Member States.

Insurance

Insurance to be included in the Proposal must be for All Risk, also covering 110% of the cost of the equipment proposed. 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.

PART II: FINANCIAL PROPOSAL

The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference in accordance with **Attachment 4** (Price Schedule Form).

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.

Taxes

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

(1) For Austrian companies

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

(2) For European Union (EU) Companies

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

(3) For Non-EU Companies

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

10. Completeness and Correctness of the Proposal

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

11. Validity of the Proposal

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

12. Correction of Errors

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

13. Evaluation of the Proposal

- (a) The Commission will first conduct a technical evaluation based on the criteria and method specified in **Attachment 2** Evaluation Criteria and Method.
- (b) The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal(s) that "most effectively satisfies the technical and operational requirements set out in the solicitation". The Commission may split the award of the Contract(s) per Lot and award to those Contractors who receive the highest combined score in each individual lot, as applicable, and as specified in this RFP documents, or in any combination as its sole discretion. Contract(s) award is subject to commercial and contractual acceptability.
- (c) The Commission has a right to split the award of the Contract and/or award more than one Contract per Lot of for all Lots, as its sole discretion.

14. Negotiations of the Proposal and Award

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

15. Modification and Withdrawal of the Proposal

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

16. The Commission's Right to Reject the Proposal

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

17. Costs of preparation and submission of the Proposal

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

18. Proprietary Information

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

BIDDER'S STATEMENT PLEASE FILL THIS FORM & SUBMIT WITH THE BID		
Delivery Time:		
Shipping weight (kg) and Volume (m³) – if applicable:		
List of recommended consumables and spares including prices and details on local availability, if applicable (please tick): For one year period For a period of		
Warranty period applicable (it shall be for a minimum of 24 months , starting from the acceptance of the goods/services by the Commission) – please tick below: For a two year period For a period of		
Availability of local service in Vienna, Austria (if any/if applicable):		
State country of origin or assembly of all items quoted:		
Quantity discount and early payment discount (if any):		
Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.		
Included in this Bid : Yes No		
Confirmation that the bidder has reviewed the Commission's Model Contract and General Conditions of Contract and agreed to all terms and conditions. Yes No Remarks:		
With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States). Yes No Not applicable Remarks:		
Name:		
Name & Title of Contact Person:		
Signature & date:		

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, Gov PLEASE INCLUDE A COPY OF THE CERTIFICATE OF IN			
8. Year Established: 9. Nu	imber of Employees:		
10. Gross Corporate Annual Turnover (US\$m)*: 11. Annual Export Turnover (US\$m)*:			
12. Type of Business/Products: Manufacturer Sole Agent Supplier Other (please explain)			
13. Type of Business/Services/Work: Engineering Civil Work Governmental Institution Other (please explain)			
14. References (your main customers, country, year and technical field of products, services or work): **			
15. Previous Supply Contracts with United Nations Organizations	(over the last 3 years)**		
Organization: Value in US\$ Equiva	llent: Year:		
Organization: Value in US\$ Equiva			
16. Summary of any changes in your company's ownership during	g the last 5 years:		

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

17. List of Products/Services/Work offered:					
Product/Service/Work # Product/Service/Work Description					
10. This section shall be signed and stomped by an efficiency	ial lacelly authorized to autominto contracts of	- hahalfaf			
18. This section shall be signed and stamped by an office your organization:	ran legally authorized to enter into contracts of	n benan oi			
Name: Title:	Signature: Date	:			
Bank Details	Beneficiary Details				
Bank Name:	Beneficiary Name: (exactly as stated on bank statements)				
Bank Address:	IBAN: (if applicable)				
Exact Account Holder Name:	Account number:				
	SWIFT/BIC:				
	ABA/Sort Code:				
Additional Details (if applicable)					
Correspondent bank:					
Correspondent account number:					
Correspondent SWIFT/BIC:					
Tax Identification Number:					
EOD CTDTC	O USE ONLY				
Evaluated By: Initials					
Updated By: Initials	Date:				
Remarks:					

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

STATEMENT OF CONFIRMATION

On behalf of (name of firm or organization):	, I her	reby
attest and confirm that:		

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

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

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

Name (print):	Signature:	
Title/Position:		
Place (City and Country):	Date:	

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

ANNEX B

Terms of Reference

Call-off Contract for Seismic Source Services to Support OSI Active Seismic Surveys

1. INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization with its headquarters in Vienna (hereinafter referred to as "the Commission") is the international organization mandated to establish the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (hereinafter referred to as "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 (hereinafter referred to as "OSI") to monitor compliance with the Treaty. More information can be found under www.ctbto.org.

OSI is the final verification measure to verify States' compliance with the CTBT. To develop OSI capabilities with respect to active seismic surveys (hereinafter referred to as "ACT") (paragraph 69(f), Part II of the Protocol to the CTBT), the Commission has recently purchased Geospace GSB-3 nodal seismic data acquisition system.

2. OBJECTIVES AND SCOPE OF WORK

The Commission outlines here the Terms of Reference (hereinafter referred to as "ToR") for "Call-off Contract for Seismic Source Services to Support OSI Active Seismic Surveys" to provide a range of rental P- and S-wave seismic sources together with source operator services to be used for OSI Active Seismic Surveys in conjunction with OSI field tests, exercises and training (hereinafter referred to as "Services").

The Commission seeks to establish Call-off Contract(s) for an initial period of three (3) years with an option to extend the Contract(s) for a further two (2) year period.

The Services may be requested on when and required basis for CTBTO field test, exercise or training, activities at the CTBTO TeST Centre, Seibersdorf, Austria, (hereinafter referred to as "TeST") or on off-site locations around the world.

3. REQUIREMENTS TO SERVICE

Upon the Commission's request the Contractor shall provide the Service(s) with use of required source(s) operated by the Contractor's specialist(s). The Service(s) shall meet following requirements:

3.1 Lot A. Service with Electric Seismic P- and S-Wave Vibrator Source

3.1.1. Source technical requirements:

- -Electrical vibrator capable of producing both P- and S-waves
- -Charging power supply 230 VAC power
- -Operational temperatures -30°C-50°C
- -Peak force for P-wave generation 1000-2000 N
- -Peak force for S-wave generation 1000-2000 N
- -Full drive frequency range at least 8-200 Hz
- -Signal penetration depths up to 500-1000 m
- -Sweep length unlimited
- -Output pilot trace and weighted sum ground force or pilot, baseplate and reaction mass signals
- -High-accuracy trigger times (micro-second accuracy) for each FFID
- -Mountable on a rough-terrain carrier such as Polaris.

3.1.2. Service requirements:

- The Contractor shall ensure that the provided source is fully operational with any required consumables.
- The details of the technical solution for recording the sweep signals and trigger times shall be compatible with the seismic data recording workflow of the Commission and must be agreed on with the Commission. Currently, the Commission has pre-existing workflows for recording the trigger times with R.T. Clark EVR-2 Seismic Event Recorder or the Geospace SDRx recorder; and sweep signals with a GSB-3 data recorder or the Geospace SDRx recorder.
- The source shall be operated by the experienced specialist provided by the Contractor.
- The Contractor shall be capable to provide the Service approximately 1-3 times a year for about 1-3 weeks each.
- The source should be available for global deployment and operation (any restriction to be specified in the offer, list of available destinations/countries for source deployment and operation shall be provided in the proposal).

3.2 Lot B. Service with Hydraulic Seismic P-wave or P- and S-wave Vibrator Source

3.2.1. Source technical requirements:

- -Hydraulic vibrator capable of producing P-waves only or both P- and S-waves
- -Peak force 50-100 kN
- -Gross vehicle weight not exceeding 12t, such as Inova Univib or IVI Envirovibe

- -Operational temperatures -30°C-50°C
- -Full drive frequency range at least 10-200 Hz
- -Sweep length unlimited
- -Output pilot trace and weighted sum ground force or pilot, baseplate and reaction mass signals
- -High-accuracy trigger times (micro-second accuracy) for each FFID
- -Peak particle velocity (PPV) measurements provided for each FFID.

3.2.2. Service requirements:

- The Contractor shall ensure that the provided source is fully operational with any required consumables.
- The details of the technical solution for recording the sweep signals and trigger times shall be compatible with the seismic data recording workflow of the Commission and must be agreed on with the Commission. Currently, the Commission has pre-existing workflows for recording the trigger times with R.T. Clark EVR-2 Seismic Event Recorder or the Geospace SDRx recorder; and sweep signals with a GSB-3 data recorder or the Geospace SDRx recorder.
- The source shall be operated by the experienced specialist provided by the Contractor.
- The Contractor shall be capable to provide the Service approximately 1-3 times a year for about 1-3 weeks each.
- The source should be available for global deployment and operation (any restriction to be specified in the offer, list of available destinations/countries for source deployment and operation to be provided in the offer).

3.3 Lot C. Service with Weight Drop P-wave or P- and S-wave Seismic Source

3.3.1. Source technical requirements:

- -500-750 kg free-fall or accelerated weight drop seismic source or equivalent
- -Peak force 3.5-10 kN (3.5-10 kJ)-
- -Operational temperatures -30°C-50°C
- -High-accuracy trigger times (micro-second accuracy) for each FFID
- -Mounted on a mini-skid steer loader such as Bobcat or a rough-terrain carrier. Alternatively, mounted on an independent trailer-type carrier attachable to commonly available vehicles.

3.3.2. Service requirements:

- The Contractor shall ensure that the provided source is fully operational with any required consumables.
- The details of the technical solution for recording trigger times shall be compatible with the seismic data recording workflow of the Commission and must be agreed on with the Commission. Currently, the Commission has pre-existing workflow for recording the trigger times with R.T. Clark EVR-2 Seismic Event recorder.

- The source shall be operated by the experienced specialist provided by the Contractor.
- The Contractor shall be capable to provide the Service approximately 1-3 times a year for about 1-3 weeks each.
- The source should be available for global deployment and operation (any restriction to be specified in the offer, list of available destinations/countries for source deployment and operation to be provided in the offer).

4. QUALIFICATION REQUIREMENTS FOR THE CONTRACTOR AND PERSONNEL

The Contractor shall satisfy the following minimum mandatory requirements:

- Minimum 2 years of experience in provision of similar types of Services, as requested in this ToR (company profile to be provided);
- Minimum 3 successfully completed projects involving the use of offered source(s) and justified via client references (supporting documentation to be provided, including, e.g., journal publications, client testimonials); and

The Contractor's personnel shall satisfy the following minimum mandatory requirements:

• Minimum 2 available source operators/specialists with a minimum of 2 years of experience in operating the offered source(s) with proven project track on source operation and maintenance, and good command of English (CVs to be provided, including 3 references).

5. ORGANIZATION OF WORK

The Commission will call-off Service through an individual Formal Request for Delivery (hereinafter referred to as "FRD"). Each FRD will be for Services to be provided in a specific location within the framework of the Services described in Section 3.

5.1 Initiating Work

Before the issuance of an FRDs to the Contractor, the Commission shall communicate via email information elaborating required sources and the Services to be performed as part of the FRD as well as deliverables. The Commission will forward requests to the Contractor with adequate advanced notice and containing all necessary details, expected deliverables, and minimum requirements for satisfactory performance.

Within one (1) week of receiving the email request, the Contractor shall indicate via return email whether they are able to provide source(s) and a specialist to perform the tasks as described in the required timeframe.

If the Contractor can meet the request, the Contractor shall provide the following information in the form of a Work Plan:

• Name of the Contractor's specialist who will be working under this FRD;

- Number of seismic source rental and person-days to be allocated to the Service;
- Detailed technical specifications of the source package provided for the Service, in line with the technical specifications of the original ToR;
- The risk assessment plan/safety protocol;
- The estimated cost of source shipping and specialist travel to the CTBTO TeST Centre, 2444, Seibersdorf, Austria, or identified off-site location(s) around the world based on the most economical and direct route. The Commission reserves the right, based on the information provided by the Contractor, to approve the type of shipping and airfare, or to arrange the source shipping and purchase a ticket for the Contractor's specialist. Daily subsistence allowance (DSA) shall be calculated in accordance with the United Nations' effective daily subsistence allowance rate for each requested location (https://icsc.un.org/Home/DailySubsistence); and
- Commencement date and completion date of the Service.

After review of the Work Plan for each of the Service identified in the request, and only after acceptance by the Commission, the FRD will be issued to the Contractor.

The Commission shall not be held liable for the performance of any Service(s) or any other items or costs performed by the Contractor before the formal issuance of an FRD by the Commission to the Contractor.

5.2 Completion and Acceptance

At the end of a particular Service under the FRD, the Contractor shall submit to the Commission the deliverables as stated in the respective FRD. The deliverables will be reviewed by the Commission staff and by the Commission management against task requirements stipulated in the FRD and the Commission internal working practices and standards.

6. RISK MANAGEMENT

The Contractor shall provide a thorough risk assessment plan/safety protocol at the projects' commencement to identify potential risks that could impact the successful execution of the outlined activities in this ToR and propose adequate risk mitigation measures. Risks may include, but are not limited to, technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment and mitigation measures plans shall be consistently updated, aligning with the delivery of project milestones or significant accomplishments. Upon the project's satisfactory completion, the Contractor is obligated to conduct a final review of the identified risks and mitigation measures. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation. The insights gained from the risk management process should be methodically documented and shared with the CTBTO, thereby contributing to the knowledge repository for forthcoming endeavors.



MODEL CONTRACT SAP No. xxxxxxxx

between

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

and

NAME OF CONTRACTOR

for

PROVISION OF SEISMIC SOURCE SERVICES TO SUPPORT OSI ACTIVE SEISMIC SURVEYS

(Lot(s) X)

This Contract comprises this cover page, a table of contents, 11 (eleven) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

January 2025

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MODEL CONTRACT

This Contract is entered into between the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION** (hereinafter referred to as the "Commission"), having its office located at the Vienna International Centre, Wagramer Strasse 5, 1400 Vienna, Austria, and [Name of Contractor] (hereinafter referred to as the "Contractor"), having its principal office located at [address] (both hereinafter individually referred to as the "Party" and collectively as the "Parties").

The Parties hereto mutually agree as follows:

1. **DEFINITIONS**

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract and the Terms of Reference. In addition, the following words and expressions shall have the meanings hereby assigned to them:

"Annex A" means the Commission's General Conditions of Contract.

"Annex B" means the Commission's Terms of Reference.

"Annex C" means the Contractor's Proposal.

"Contract" means this document, its Annexes, FRD and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 21 (Contract Amendment) below.

"Contractor" means the legal entity named in the preamble of this Contract or its successors. The Contractor shall be the only interface for all matters pertaining to execution of the Work under this Contract.

"FRD" means a Formal Request for Delivery to be issued by the Commission specifying goods and/or services to be provided by the Contractor upon request by the Commission in accordance with the provisions of the Contract and Annexes B and C.

"Party(ies)" means the Commission and/or the Contractor, as the context requires.

"Rule(s)" means any regulation(s), official directive(s), ordinance(s), guideline(s), customs and practices.

"Services" means services provided by the Contractor under this Contract as requested by the Commission under FRDs.

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

"Work" means all the Services to be provided by the Contractor, including its affiliates and/or subcontractors, in order to fulfil all its obligations under the Contract, and the remedying of any defects therein.

2. AIM OF THE CONTRACT

The aim of this Contract is a temporary provision of a seismic source(s) **NAME OF SOURCE(s)** (LOT(s) XX) together with source operator service to be used for OSI Active Seismic Surveys in conjunction with OSI field tests, exercises and training (hereinafter referred to as "Services") on a Call-off Basis, as and when required by the Commission.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

- (a) The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties (hereinafter referred to as the "Effective Date") and shall be valid until the Parties fulfill all their obligations hereunder.
- (b) The Commission shall have the right to call-off the Service in the form of FRD within a period of 3 (three) years from the Effective Date (hereinafter referred to as the "Call-off Period"). The commencement and completion date for the performance of each requested Service (hereinafter referred to as "Commencement Date" and "Completion Date", respectively) will be set out in the respective FRD. This sub-Clause (b) shall also apply to any extension exercised under sub-Clause (c) below.
- (c) The Commission shall have the option to extend the Call-off Period of the Contract twice, each extension period is 1 (one) year, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Service at least one (1) month prior to the expiry of the Contract. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

4. RESPONSIBILITIES OF THE CONTRACTOR

- (a) The Contractor shall provide the Service as specified in Annexes B and C.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex A.

5. FORMAL REQUESTS FOR DELIVERY

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of Services through the issuance of individual FRD in accordance with Section 5 of Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Service if not requested by the Commission through FRD.
- (b) The FRD issued by the Commission shall be the basis for acceptance, invoicing and payment of any Services performed by the Contractor.
- (c) The performance of Services shall be made in full in accordance with the respective FRD. Partial service performance of FRD will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The Services shall be performed at the place and within the approved Work Plan and Safety Protocol specified in the relevant FRD.
- (e) The Commission may revise FRD as and when it may deem necessary.

6. STANDARD OF WORK

The Contractor shall perform the Service in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

7. INSURANCE

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

8. WARRANTY

- (a) The provisions of Clause 28 of Annex A shall apply to the Service performed by the Contractor.
- (b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors acting on behalf of the Contractor.

9. PERMITS, NOTICES, LAWS AND ORDINANCES

- 9.1 The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission. This shall include, but not be limited to, work permits, visa, or similar documents.
- **9.2** The Contractor shall give all notices required by the nature of the Service.
- **9.3** If the Contractor notices that the Service or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

10. PROTECTION OF PERSONS AND PROPERTY

- **10.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Service.
- **10.2** The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all persons on the Commission's premises, as well as identified field test areas, as applicable, who may be affected thereby.
 - (ii) property of the Commission or field test areas, as applicable.
- 10.3 The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- **10.4** The Contractor shall be responsible for the prevention of accidents on the Commission's premises, as applicable, during the execution of the Service.

- 10.5 In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- 10.6 The Contractor shall promptly remedy all damage and loss to any property, referred to in sub-Clause 10.2 above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under sub-Clause 10.2 above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

11. RESPONSIBILITIES OF THE COMMISSION

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Service is carried out in accordance with Annexes B and C and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Service.

12. PRICES

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, as follows:
 - (i) for each FRD issued during the firm Call-off Period specified in Clause 3(b) above, the firm fixed rates set out in Annex C for this period;
 - (ii) subject to sub-Clause 12(b) below, for each FRD issued during the first optional extension of the Call-off Period specified in Clause 3(c) above, the firm fixed rates set out in Annex C for this period;
 - (iii) subject to sub-Clause 12(b) below, for each FRD issued during the second optional extension of the Call-off Period specified in Clause 3(c) above, the firm fixed rates set out in Annex C for this period;
 - (iv) if applicable, daily subsistence allowance (DSA), which cover lodging, meals and incidental travel expenses, based on the United Nations Daily Subsistence Allowance (UN DSA) rates effective at the time of the respective travel (the FRD, will include the UN DSA rates applicable at the time of issuance of the FRD), unless other specified otherwise by the Commission in the FRD;

(v) if applicable, actual costs of other travel costs, excluding DSA, not to exceed the estimated costs in the FRD by more than 10%; if applicable, travel shall be based on simple economy return tickets for most direct route;

(hereinafter referred to as the "Contract Price").

- (b) The rates set out in Annex C shall be held firm and fixed for the entire duration of the Contract.
- (c) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).
- (d) [PLEASE SELECT, AS APPLICABLE, ONE OF THE FOLLOWING AT THE TIME OF AWARD]:

[Identify type [and amount] of Taxes] is/are applicable under this Contract. The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per sub-Clause 13.2(d) below.

OR

No Taxes are applicable under this Contract.

13. PAYMENT TERMS

- **13.1** Upon satisfactory completion of each FRD the Contractor shall submit the following supporting documentation to the Commission for payment:
- (a) Original invoice submitted in accordance with sub-Clause 13.2(c) below reflecting the actual costs;
- (b) [IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, THIS PARAGRAPH SHOULD BE OMITTED:] Documentation referred to in sub-Clause 13.2 (d) below supporting any Taxes paid; and
- (c) Any other documentation that might be required under the applicable FRD.

13.2 General Payment Provisions

(a) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt

and acceptance of the original invoice, provided that the Service has been satisfactorily completed and has been accepted by the Commission.

- (b) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Service accomplished by the Contractor up to the time of such payment.
- (c) The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email specified under Clause 22 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, PARAGRAPH (d) BELOW SHOULD BE OMITTED.

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

14. TEMPORARY SUSPENSION OF SERVICE

The Commission may, at any time, temporarily suspend the Service, in whole or in part, being performed by the Contractor under this Contract by giving 30 (thirty) days' advance notice in writing to the Contractor. The Service so suspended shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

15. DELAYS AND EXTENSION OF TIME

15.1 If the Contractor is delayed at any time in the progress of the Service by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Service ordered by the Commission, or by any causes

beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Service shall be extended by an amendment to this Contract in accordance with Clause 21 below for such reasonable time as the Commission may determine.

15.2 Any request for extension of the time for reasons referred to in sub-Clause 15.1 above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Service.

16. CONTRACTOR'S CLAIMS AND REMEDIES

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Service, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

17. ENTIRE AGREEMENT

This Contract represents the final agreement in respect of the Services and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to C shall constitute integral parts of this Contract and shall be of full force and effect.

18. DISCREPANCIES

If there are discrepancies or conflicts between any of the documents that are part of this Contract, the document to prevail shall be given precedence in the following order:

- (i) This document;
- (ii) The Commission's General Conditions of Contract (Annex A) <u>CTBTO General</u> <u>Conditions of Contract 08-10-2021 final.docx</u>;
- (iii) The Commission's Terms of Reference (Annex B);
- (iv) The Contractor's Proposal (Annex C);
- (v) The relevant FRD.

19. SEVERABILITY

If any term and/or provision of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

20. NO WAIVER

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

21. CONTRACT AMENDMENT

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by duly authorized Representatives of the Parties.

22. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party at the following address (or such address or email address as the Party may substitute by notice after the date of the Contract):

(a) The Commission:

For Contractual Issues:

Chief, Procurement Section
Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria

Tel: + (43 1) 26030 6350

E-mail: <u>procurement@ctbto.org</u>

For submission of invoices:

Accounts Payable CTBTO Financial Services Section Vienna International Centre Wagramer Strasse 5, P.O. Box 1200 1400 Vienna, Austria Tel: + (43 1) 26030 6292 E-mail payable invoices@ctbto.org

For invoices and payment related enquiries

payments@ctbto.org

(b)	The Contractor:
Nam	e:
Addr	ess:
Tel:	
Ета	il:

23. EFFECTIVENESS

- **23.1** Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iii) if by electronic communication, when retrievable by the Commission in document form.
- 23.2 A communication given under sub-Clause 23.1 above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

IN WITNESS hereof, the duly authorized representatives of the Parties have executed this Contract in Vienna, Austria:			
For and on behalf of the PREPARATORY NUCLEAR-TEST-BAN TREATY ORGANIZ		THE COMPREHENSIVE	
[Name and Position]			
Date:	Place:		
For and on behalf of [CONTRACTOR]:			
Tof and on behan of [CONTRACTOR].			
[Name and Position]			
Date:	Place:		

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT <u>CTBTO General</u> <u>Conditions of Contract</u> 08-10-2021 <u>final.docx</u>)

ANNEX B: THE COMMISSION'S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR'S PROPOSAL

Attachment 1

"Procedure for Submission of Electronic Offers in 2 Sealed Files"

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

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

CRITICAL INFORMATION:

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

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

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

Should you have any questions, please send an email to procurement@ctbto.org.

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

INSTRUCTIONS:

- 1. In a **WINDOWS** environment, one way of meeting the requirements is as follows.
 - We recommend using the open-source, free software **7-zip**, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive. In the below, we'll use 7-zip as an example. (You can download the 7-zip code for Windows at: 7-zip.org)
- 2. In LINUX environment, you can use, for instance, "sha1sum" on the command line.

Creating the archives for submission

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

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

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

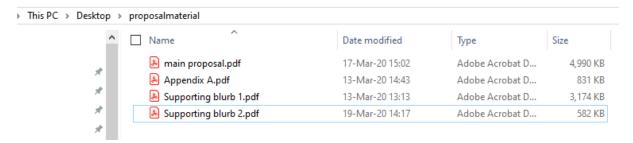


Figure 1 An example set of files to be submitted

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

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

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

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

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

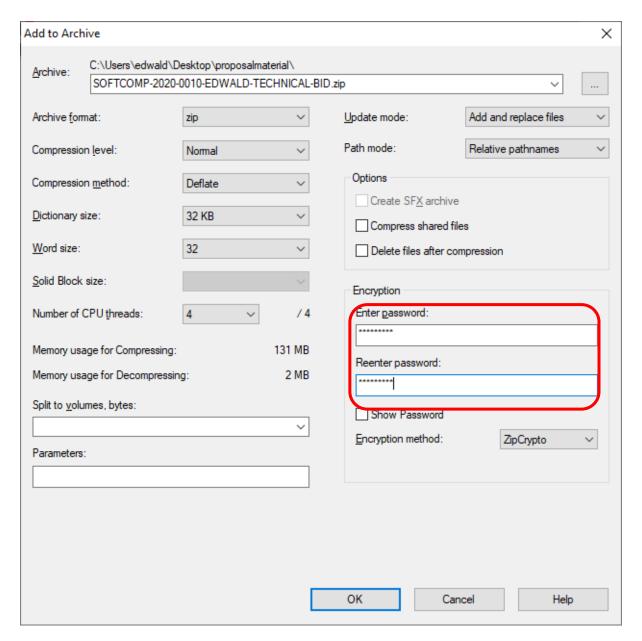


Figure 2 Creating an Archive

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

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

If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is "CRC SHA >". Hovering over the ">" brings a few more options to light, select the SHA-1 option. A smaller dialog pops up: (see Figure 3, SHA1 below).

Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)

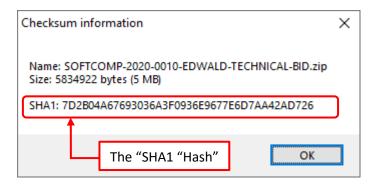


Figure 3 SHA1

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

Sidebar: How to open a CMD window in Windows:

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

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

Finally,

- Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives.
 SEND THIS TO: sealed_bids@ctbto.org (note that there is an underscore "_" between "sealed" and "bids"). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)
- 2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password

you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.)

SEND THIS TO: bid keys@ctbto.org

<u>IMPORTANT NOTE</u>: As stated above, only send the Encryption Key for the Technical Offer to the <u>bid_keys@ctbto.org</u> mailbox when sending your Technical and Financial Offer to the <u>sealed_bids@ctbto.org</u> mailbox. You shall only send the Encryption Key for the Financial Offer to the Commission if and when informed by the Commission that your Technical Offer had been evaluated as "technically acceptable".

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

As mentioned above, should you have questions or difficulties, please send an e-mail to procurement@ctbto.org.

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

Attachment 2 Evaluation Criteria and Method

RFP 2024-0203 for Call-off Contract for Seismic Source Services to Support OSI Active Seismic Surveys

Ref No. in TOR				AIL
3.1.1	Lot A: Electric Seismic P- and S-Wave Vibrator Source Technical Requirements PASS/FAIL		.IIL	
3.2.1	Lot B: Hydraulic Seismic P-wave or P- and S-wave Vibrator Source Technical Requirements PASS/FAIL		AIL.	
3.3.1	Lot C: Weight Drop P-wave or P- and S-wave Seismic Source Technical Requirements		PASS/FA	AIL.
4	Minimum 2 years of experience in provision of similar types of Services, as requested in this ToR (company profile to be provided)		PASS/FA	AIL.
4	Minimum 3 successfully completed projects involving the use of offered source(s) and justified via client references (supporting documentation to be provided, including, e.g., journal publications, client testimonials) PASS/FAIL		ΔIL	
4	Contractor's Personnel: Minimum two (2) available source operators/specialists with a minimum of 2 years of experience in operating the offered source(s) with proven project track on source operation and maintenance, and good command of English (CVs to be provided, including 3 references)		PASS/FAIL	
	LOTA			
Ref No. in TOR				i
	Quality of the Proposal	Max Points	Factor	Weighted
2, 3, 4, 5, 6	Extent to which all aspects of the TOR have been addressed in sufficient detail and clarity	5	1	5
2, 3.1.2	Understanding of the Scope of Work and Service Requirements demonstrated in the offer	5	2	10
3.1.2	Coverage for global deployment and operation (any restriction to be specified in the offer, list of available destinations/countries for source deployment and operation shall be provided in the offer)	5	2	10
	TOTAL - Technical Evaluation	15		25
	The minimum number of points to pass the technical evaluation is 9 or 15 scores.	1		

	LOT B				
Ref No. in TOR				Points	
	Quality of the Proposal	Max Points	Factor	Weighted score	
2, 3, 4, 5, 6	Extent to which all aspects of the TOR have been addressed in sufficient detail and clarity	5	1	5	
2, 3.2.2	Understanding of the Scope of Work and Service Requirements demonstrated in the offer	5	2	10	
3.2.2	3.2.2 Coverage for global deployment and operation (any restriction to be specified in the offer, list of available destinations/countries for source deployment and operation shall be provided in the offer)			10	
	TOTAL - Technical Evaluation	15		25	
	The minimum number of points to pass the technical evaluation is 9 or 15 scores.				
	LOT C				
Ref No. in TOR			Points		
	Quality of the Proposal	Max Points	Factor	Weighted score	
	·	Points			
2, 3, 4, 5, 6	Extent to which all aspects of the TOR have been addressed in sufficient detail and clarity	5	1	5	
2, 3, 4, 5, 6	Extent to which all aspects of the TOR have been addressed in sufficient detail and clarity Understanding of the Scope of Work and Service Requirements demonstrated in the offer		1 2		
, , , , , , ,		5	-	5	
2, 3.3.2	Understanding of the Scope of Work and Service Requirements demonstrated in the offer Coverage for global deployment and operation (any restriction to be specified in the offer, list of available	5	2	5	

EVALUATION METHOD:

1. Technical Evaluation:

The technical evaluation process will be done in two stages:

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

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

A bidder can bid for one, two or all Lots (A, B and C). The offer shall clearly indicate a Lot(s).

2) <u>Stage 2</u>: The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the evaluation matrix above. In order to pass this stage, bidders must obtain at least 9 points or 15 scores per Lot in accordance with the scoring table indicated below:

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

2. Financial evaluation

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

X= Max Available Points * Y/Z

Excellent - Exceeds the criterion in all areas.

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

3. Award:

The Contract(s) per lot will be awarded to the bidder(s) who receive the highest combined scor resulting from the technical and financial evaluations per Lot. The weight of the technical and financial components is 60% and 40% respectively, subject to commercial and contractual

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MINIMUM CONTENT OF TECHNICAL PROPOSAL AND TECHNICAL COMPLIANCE MATRIX

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Below sets out the Minimum content of the Proposal and the Mandatory Requirements of the Technical Proposal. Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Proposal. Please refer to the relevant section of the Terms of Reference for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

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

Part I

Item	Minimum content
1. Executive Summary	
	Provide an overview of the proposal
2. Experience, Resources	s and Project Management
Corporate Profile and Values of the Contractor	 Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc. Company business structure and its authority to execute all Work under the Contract. If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project. In case the Bidder requires the services of subcontractors, the Proposal shall include: a) Relationship of the Bidder's business to any subcontractor(s) that will be used. b) Names, addresses, legal status, and qualifications
	of major sub-contractor(s) proposed by your organization.c) The scope of work and nature of subcontracting.
Corporate Experience	The Proposal should detail the Bidder's experience in executing services of similar scope and complexity.
Requirements for the Contractor and personnel	The Proposal should address and describe all requirements spelled out under Section 4 of the Terms of Reference (ToR). At least 2 CVs of proposed operators shall be provided.

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Describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal.
Provide technical specifications for the proposed source(s)
Provide written confirmation that the Bidder understands and agrees to take responsibility for obtaining any Visa and/or work permits, which may be required to perform the Service under the Contract. The CTBTO does not sponsor work permits for contractors.
Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form.
Provide information on current coverage for global deployment and operation (any restriction to be specified in the offer, list of available destinations/countries for source deployment and operation shall be provided in the offer)
t
Provide a statement that the bidder has carefully reviewed the Model Call-off Contract and its Annexes and agrees with all its terms and conditions.

Part II – Compliance Matrix

	Ref No. of	Requirements	Compliance		Indicate the section in your
٠	ToR	A section-by-section response to each section of the Terms of Reference is included in the Proposal			Proposal and ensure that it is sufficiently described in the Proposal
			Yes	No	
	2	OBJECTIVES AND SCOPE OF WORK			

	Call-off Contract(s) for an initial period of three (3) years with an option to extend the Contract(s) for a further two (2) year period.		
	The Services may be requested on when and required basis for CTBTO field test, exercise or training, activities at the CTBTO TeST Centre, Seibersdorf, Austria, or on off-site locations around the world.		
3	REQUIREMENTS TO SERVICE		
(Lot A) 3.1	Service with Electric Seismic P- and S- Wave Vibrator Source – as per TOR		
3.1.1	Source technical requirements -as per ToR		
3.1.2	Service requirements -as per ToR		
3.2 (Lot B)	Service with Hydraulic Seismic P-wave or P- and S-wave Vibrator Source		
3.2.1	Source technical requirements -as per ToR		
3.2.2	Service requirements -as per ToR		
3.3 (Lot C)	Service with Weight Drop P-wave or P- and S-wave Seismic Source		
3.3.1	Source technical requirements -as per ToR		
3.3.2	Service requirements -as per ToR		
4	QUALIFICATION REQUIREMENTS FOR THE CONTRACTOR AND PERSONNEL		
4			
5	ORGANIZATION OF WORK		
5.1	Initiating Work - as per ToR		
5.2	Completion and According To B		
	Completion and Acceptance- as per ToR		

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	RISK MANAGEMENT		
6			

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The Price Schedule must provide a detailed cost breakdown of all service components to be provided, separately for each lot

		Lot A				
ToR#Lot A	ltem	Description	Unit	Quantity	Unit Price (EUR or USD) Please specify the currency	Total Price (EUR or USD) Please specify
3.1.1	Source rental	Electric seismic P- and S- wave vibrator source with any required consumables used for Service provision	Day	1	0.00	0.00
3.1.2	Service					
	Source mobilization/demobilization on test site	Source assembly for deployment and further disassembly	Ea	1	0.00	0.00
	Source operation	Seismic source operation by the Contractor's one (1) specialist	Day	1	0.00	0.00
	Return Shipment Cost, DAP Vienna	All transportation costs (including packing/unpacking) to bring source to test location and back to Contractor's warehourse	Ea	1	0.00	0.00
	DSA	Daily Subsistence Allowance (DSA) shall be calculated based on the values provided by the International Civil Service Commission (ICSC) for Vienna, Austria (https://icsc.un.org/)	Day	1	0.00	0.00
	Return ticket to Vienna, Austria, for Contractor's specialist provided for source operation	If applicable, airfares/tranposport shall be based on the least costly Economy Class ticket on the most direct route	Ea	1	0.00	0.00
Other	Other	Please add any additional applicable items as appropriate				0.00
Other	Other	Please add any additional applicable items, as appropriate				0.00
					Total:	0.00

Total Price in EUR or USD (excluding taxes*)

		Lot B				
ToR #Lot B	ltem	Description	Unit	Quantity	Unit Price (EUR or USD) Please specify the currency	Total Price (EUR or USD) Please specify
3.2.1	Source rental	Hydraulic seismic P-wave or P- and S-wave vibrator source with any required consumables used for Service provision	Day	1		0.00
3.2.2	Service					
	Source mobilization/demobilization on test site	Source assembly for deployment and further disassembly	Ea	1		0.00
	Source operation	Seismic source operation by the Contractor's one (1) specialist	Day	1		0.00
	Return Shipment Cost for source, DAP Vienna	All transportation costs (including packing/unpacking) to bring source to test location and back to Contractor's warehourse	Ea	1		0.00
	DSA	Daily Subsistence Allowance (DSA) shall be calculated based on the values provided by the International Civil Service Commission (ICSC) for Vienna, Austria (https://icsc.un.org/)	Day	1		0.00
	Return ticket to Vienna, Austria, for Contractor's specialist provided for source operation	If applicable, airfares/tranposport shall be based on the least costly Economy Class ticket on the most direct route	Set	1		0.00
Other	Other	Please add any additional applicable items, as appropriate				0.00
Other	Other	Please add any additional applicable items, as appropriate				0.00
		·			Total:	0.00
Total Price in FLIR or LISD (excluding taxes*)						

Total Price in EUR or USD (excluding taxes*)

Total Price in EUR or USD (excluding taxes*)

		Lot C				
ToR#Lot C	ltem	Description	Unit	Quantity	Unit Price (EUR or USD) Please specify the currency	Total Price (EUR or USD) please specify
3.3.1	Source rental	Weight Drop P-Wave or P- and S-Wave Seismic Source with any required consumables used for service provision	Day	1		0.00
3.3.2	Service					
	Source mobilization/demobilization on test site	Source assembly for deployment and further disassembly	Ea	1		0.00
	Source operation	Seismic source operation by the Contractor's one (1) specialist	Day	1		0.00
		All transportation costs(including packing/unpacking) to bring source to test location and back to Contractor's warehourse	Ea	1		0.00
		Daily Subsistence Allowance (DSA) shall be calculated based on the values provided by the International Civil Service Commission (ICSC) for Vienna, Austria (https://icsc.un.org/)	Day	1		0.00
	contractor 3 specialist provided	If applicable, airfares/tranposport shall be based on the least costly Economy Class ticket on the most direct route	Set	1		0.00
Other	Other	Please add any additional applicable items, as appropriate				0.00
Other	Other	Please add any additional applicable items, as appropriate				0.00
		_			Total:	0.00

Instructions
Understand the Columns:
Item: This column lists the items that need to be priced.
Description: This column provides a detailed description of each item for better understanding.
Unit: This column specifies the unit of measurement for each item (e.g., Lump Sum, Per Inspection, Per Year).
Quantity: This column indicates the quantity required for each item.
Unit Price (EUR or USD): This column is where you will input the price per unit for each item.
Total Price (EUR or USD): This column will automatically calculate the total price based on the unit price and quantity.

Input Unit Prices:
For each item, enter the unit price in the Unit Price (EUR or USD) column. Ensure that the price is in EUR or USD.
Specify currency - either EUR or USD
* Please see the Instructions for Preparation and Submission of Bids about any applicable taxes

Verify Total Prices:
The Total Price (EUR or USD) column will automatically calculate the total price by multiplying the unit price by the quantity. Verify that the calculations are correct.