

Leasing of a “pick-up” vehicle to the Cherenkov Telescope Array North in La Palma, Canary Islands

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Introduction

a) CTA Project

The ground-based astronomic CTA observatory for imaging of high-energy gamma rays is the large-scale system of telescopes devoted to the research of galactic and extra-galactic gamma ray sources. The CTA Observatory will comprise two array sites - one located at the Northern Hemisphere and one at the Southern Hemisphere - to cover the whole sky, as well as a Science Data Management Centre (SDMC) for data processing, and the CTAO Headquarters. The core instrumentation includes three families of Cherenkov telescopes with diameters of 4-6, 12 and 23 meters; to optimize the nature and location of the chosen sites, Observatorio del Roque de los Muchachos on the La Palma Island and Atacama desert on the ESO Paranal site in Chile, the Observatory design foresees 19 telescopes on CTA-North and 99 telescopes on CTA-South, for a total of 118 telescopes.

The CTA project was included in the 2008 roadmap of the European Strategy Forum of Research Infrastructure (ESFRI) and promoted as Landmark project in 2018. It is one of the 'Magnificent Seven' of the European strategy for astroparticle physics published by ASPERA, and highly ranked in the 'strategic plan for European astronomy' of ASTRONET. In addition, CTA is a recommended project for the next decade in the US National Academies of Sciences Decadal Review.

CTAO (Cherenkov Telescope Array Observatory) gGmbH is the legal entity in charge of the realization of the CTA project via construction and operation of the future CTA Observatory. The headquarters are located in Saupfercheckweg, 1 - 69117 Heidelberg (Germany) and are going to be transferred to Italy, once the change of the formal legal status to ERIC will be concluded, in the already existing offices hosted by INAF in Via Gobetti 93/3- 40129 Bologna (Italy).

The project is funded by governmental agencies from 14 Countries, while the scientific collaboration behind the CTA project includes more than 1,400 participants from 31 countries.

Tenderers may wish to visit www.cta-observatory.org to gain background information on the project.

b) Subject matter of tender

Bidders are required to present a proposal for the leasing of a “pick-up truck” (“the vehicle” in the following) for transportation of up to 5 people (including the driver) to be used in the Canary Islands.

The service contract will be limited to a period of four years, with possible extension to a further period.

c) Scope of work

The subject of the contract is the supply and after-sales service by the contractor of the following good to the Cherenkov Telescope Array Observatory gGmbH Office in La Palma, Canary Islands, Spain:

Description	Qty
4x4 vehicle	1

Requirements

a) Mandatory

The requirements for the vehicle subject of this tender are the following:

- (1) The vehicle shall feature 4x4 or AWD traction.
- (2) Engine capacity shall be of at least 2.000 cc. gasoline or diesel, aspirated or turbocharged.
- (3) The vehicle must be licensed for transportation of up to 5 people, including the driver.
- (4) The vehicle must be of the “pick-up” type, featuring a 5-seat cabin and an open cargo area on the back with low sides and tailgate.
- (5) The vehicle must have 17” diameter wheels or superiors.
- (6) The vehicle must feature standard safety equipment like Airbags, ABS and rear sensors.
- (7) At least 24 tires of the same or better quality of the original ones must be supplied during the 4-years period of leasing.
- (8) Revision, repair and ordinary maintenance fully covered for the whole period.
- (9) The contract must have the following characteristics:
 - a. Duration of the contract: 48 months
 - b. Payments periodicity: monthly, with a possible deposit warranty to be paid before the beginning of the leasing period.
 - c. Contracted total km: 100.000 for the whole 48-month period.
- (10) The leasing contract shall include fully comprehensive (all-risks) insurance for the whole duration of the contract, covering third-party, fire & theft risks. Premium, no-claims, cancellation, breakdown conditions and any exclusion or exceptions must be explicitly described.
- (11) The leasing contract shall include the cost of road tax for the whole contractual period.
- (12) The leasing contract must include the installation of a flexible cover of good quality for the open cargo area
- (13) The leasing contract must include the installation of a car transmitting/receiving radio to be supplied by the contracting authority (CTA).

b) Desirable

- (1) 18” wheels
- (2) Traction control and other safety assistance equipment
- (3) Reverse cameras

Further award specifications

a) Timescales

Latest date for submissions : 26 April 2019 (12:00 CET)

Award of contract : 10 May 2019

Delivery : 24 May 2019

b) Currency

Tenders must be presented in Euro.

c) Language

The offers, all correspondence and documents related to the tender exchanged by the tenderer and by the contracting authority can be written in English, in Spanish or in both those languages.

d) Formal requirements to quote

The offer shall explicitly refer to each mandatory requirement stated in this invitation to tender.

The financial offer shall cover all expenditures associated with the requirements as outlined above; including potential freight charges and/or transfer costs.

The offer shall comprise the entire documentation as required in the section “required documentation”.

Quotes received after the submission deadline shall be excluded from the award procedure.

Submissions

Submissions should be made by email to submissions@cta-observatory.org no later than 12:00 CET on 26 April 2019. Please do not send proposals by post or by any other means.

Required documentation

The submitted documents must include

1. A detailed technical description of the proposed vehicle, including the model, the equipment and the official fuel consumption according to EU standards.
2. A detailed breakdown of the cost of the leasing, including any warranty deposit, monthly fee, road tax, cost of kilometres above and below the contracted ones, guaranteed cost of the car in case of payback at the end of the contractual period and any other financial information or limitation.
3. A detailed description of the insurance contract, explicitly describing the coverage and any exclusion or condition.
4. Description of the extent of regular maintenance (interval, covered inspections, inclusion of spare parts).

Assessment criteria (incl. matrix)

Non-compliance of the offer with the outlined mandatory criteria and required documentation will constitute an exclusion criterion.

Every offer that successfully passes the formal evaluation will be assessed against the criteria listed herein applying a method of percentage weighting (100% = 1):

- (1) Overall cost paid for the leasing, at the end of the 48 months contract and including payback: 0.4
- (2) Cost of km (above and below the yearly contractual limit of 25,000 km) 0.1
- (3) Fuel consumption 0.2
- (4) Desirable requirements 0.1
- (5) Vehicle quality, accessories and market value: 0.2

Place of delivery

The vehicle will be delivered at the CTAO gGmbH office in La Palma:

Rambla José Ana Fernandez Pérez nº7
San Antonio 38712 - Breña Baja
La Palma - Islas Canarias (Spain)

Contractual information

a) Participating in the procedure

Participation in the procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties of the European Union¹ and to all natural and legal persons in a thirds country which has a special agreement with the European Union².

b) Contracting partner

The contracting partner is the Cherenkov Telescope Array Observatory gGmbH, Saupfercheckweg 1, 69117 Heidelberg, Germany. VAT ID: DE 29694/43397.

c) Conditions of purchase

By submitting the offer, the tenderer implicitly accepts the CTAO-General terms and conditions.

¹ The member States of the European Union.

² Countries of the European Economic Area (Norway, Iceland and Liechtenstein), as well as the accession countries: Former Yugoslav, Republic of Macedonia, Albania; Montenegro, Serbia and Turkey, Bosnia and Herzegovina and Kosovo.

d) Warranty and liability

The provisions of warranty and liability in the final contract shall entail a full-service mobility guarantee for the total duration of the leasing.

Final Remarks

CTA reserves the right to alter the conditions and contents stated in this document at any time with no notice, or to withdraw it completely. This invitation to submit quotations is for information only and does not constitute a contract in its own right.

General Conditions of Purchase of CTAO gGmbH

1. General items, Scope

1.1. These General Conditions of Purchase (“CTAO-General Conditions of Purchase”) shall apply to the contractual relationship between Cherenkov Telescope Array Observatory gGmbH (“Principal”) and the contracting party (“Agent”), unless otherwise agreed in writing. By submitting a tender, by returning an order confirmation, or by accepting or executing an order, the Agent implicitly accepts the CTAO-General Conditions of Purchase.

1.2. Any differing General Conditions of the Agent shall apply only if, and as far as, they are recognized expressly in writing, even if the Agent has referred to them and the Principal does not expressly object to them.

1.3. In bilateral commercial transactions, the CTAO-General Conditions of Purchase apply also for all future legal relations or following transactions between the Principal and the Agent without the need of an explicit reference to the CTAO-General Conditions of Purchase.

1.4. Order number, reference code, and the date of Principal’s letters are to be quoted in all correspondence, including invoices.

2. Tender, order, confirmation of order

2.1. The Agent is required in his tender to adhere to the quantity, quality and execution specified in the Principal’s inquiry or, if issued, the invitation to tender. Separate alternative tenders are permissible.

2.2. Tenders shall be submitted in duplicate and free of charge for the Principal. The Agent shall be bound to his tender for a period of one month.

2.3. No order shall be binding unless placed in writing and signed by the Principal’s Managing Director or other representatives of the Principal. Verbal agreements shall be valid only if set down or confirmed in writing and signed by the Principal or other representatives of the Principal. The Agent shall confirm orders to the Principal without delay by means of the attached contract duplicate or confirmation form.

3. Prices

The agreed prices are fixed prices, excluding sales tax (Value Added Tax), free to place of use (unloaded), including packing and other ancillary costs.

4. Performance of contract, compliance with provisions

4.1. The Agent shall undertake to comply with relevant statutory, technical, and official provisions and requirements when performing this contract. Goods supplied or services rendered must comply with relevant safety, employment protection, accident prevention, and other legal requirements and technical regulations (according to the CE conformity marking). The Agent must calculate in any safety devices and conformity markings required in accordance with such regulations. The calculation shall form part of the supply, even if not expressly mentioned by the Principal in orders, inquiries, or tender invitations.

4.2. If the Agent has any doubts about the kind of performance desired by the Principal, then the Agent shall notify the Principal thereof in writing before contract closure.

4.3. All documents associated with the delivered item(s) (test records, factory certificates, drawings, plans, parts lists, manuals, etc.) necessary for acceptance, operation, maintenance, and repair form part of the Agent’s supply obligation, and shall therefore be furnished free of charge.

4.4. Subcontractors shall not be engaged by the Agent without the Principal’s consent.

4.5. Hindrances that impede the proper execution of the performance shall be reported immediately in writing to the Principal by the Agent and the reasons for them shall be indicated.

5. Delivery periods

5.1. The agreed delivery dates are binding. The decisive criterion in determining compliance with agreed delivery dates or delivery periods is receipt of goods, free of defect, at the place of receipt and/or use specified by the Principal, or acceptance (see sec. 10) of the supply or service rendered by the Principal.

5.2. Acceptance of the delayed supply or service shall entail no waiver of possible claims to payment of contractual penalties or other damages. No explicit reservation of rights is required in this respect.

5.3. Where deliveries are made earlier than agreed, the Principal reserves the right to return the goods at the Agent’s expense. If goods delivered early are not returned, they shall be stored until the scheduled delivery date by the Principal or by a third party at the Agent’s expense and risk. In the event of early delivery, the Principal reserves the right to hold back payment until the agreed due date is reached.

5.4. Partial deliveries shall be accepted only on the basis of written agreement. When agreed partial

consignments are sent, the remaining quantity scheduled for delivery shall be indicated.

6. Information and testing rights

6.1. The Principal and its authorized representatives are entitled to inform themselves on the Agent's premises, and within normal working hours, regarding performance of supply in compliance with the contract, to attend tests of the Agent and to conduct their own tests. The Principal shall be entitled to require that tests be performed by the Agent, within appropriate bounds. In such instances, the Principal shall bear the costs of its own personnel, materials and any tests that he orders. The costs of repeat tests resulting from defects for which the Agent bears responsibility detected during previous tests shall be borne by the Agent.

6.2. If subcontracts are awarded, then the Agent shall undertake to ensure that the subcontractor contractually agrees to grant the Principal's rights within the scope mentioned above with regard to information and tests conducted on the subcontractor's premises.

6.3. Any such tests shall not release the Agent from his obligation to rectify defects or from his general liability.

7. Alteration of contract, assignment of claims, offsetting

7.1. The Principal shall be entitled to request subsequent alterations to the nature of the goods or services within the limits of the Agent's technical capability. Any changes affecting prices, delivery time or other conditions must be agreed in writing and signed by the Principal's Managing Director or other representatives of the Principal.

7.2. The Agent may not assign any claims against the Principal without the Principal's prior written consent, which said consent shall not be refused without good cause. Sec. 354a HGB (Handelsgesetzbuch = German Commercial Code) shall remain thereby unaffected. The Agent may offset only outstanding amounts against undisputed or legally established counterclaims. The Principal shall be entitled to offset any claims of the Agent against its own counterclaims, including claims against the Agent arising from other contractual relationships.

7.3. The Agent shall enjoy rights of retention only to the extent that such rights are based on undisputed or legally established counterclaims arising from the same contractual relationship.

8. Shipment, customs, passing of risk

8.1. Each delivery shall be accompanied by two delivery notes that state the order number, a description of the goods, and the delivery date.

Dispatch notices shall be sent to the Principal in the event of shipments of considerable duration or consignments of substantial size. The competent customs office must be indicated on the relevant shipping documents.

8.2. Risk shall pass to the Principal only when the goods are handed over to the Principal (unloaded) at their place of use. If deliveries include installation or assembly, or if they involve other legally required or otherwise agreed to acceptance procedures (see sec. 10), said risk shall pass to the Principal on acceptance (see sec. 10) of the supply or service.

9. Insurance costs

Transport insurance shall be stipulated in the name of, and debited to the Agent. The Principal shall not bear such costs.

10. Acceptance

10.1. If other performances over and above mere delivery have been agreed, the passing of risk shall not ensue until the performance has been accepted in its entirety by the Principal. Advance or part-payments on the purchase price shall signify neither the acceptance of the performance nor acknowledgement of its freedom from defects.

10.2. Prior or intermediate inspections shall merely be checks without any relevance for the passing of risk or the course of time periods.

10.3. If calendar periods are agreed in connection with inspections/acceptance, these shall serve to establish delays in rendering performance, but shall under no circumstances constitute automatic acceptance when they expire.

10.4. If a trial run is provided for, the acceptance shall be declared by means of a joint inspection report following a faultless trial run.

10.5. Acceptance shall be formally stated following flawless trial run if trial operation has been agreed to under contract. Such acceptance shall be subject to contract law provisions laid down in the BGB (Bürgerliches Gesetzbuch = German Civil Code).

11. Title, confidentiality

11.1. Title to and copyright in any documents belonging to the Principal, which the Principal has made available to the Agent, shall remain with the Principal. Upon demand, such documents shall be returned to the Principal without delay (with the exception of copies of documents which the Agent is legally obliged to keep). Documents may only be used for the purposes specified in the contract, and must not be passed on to third parties without Principal's prior express written consent.

11.2 The Agent shall be obliged to maintain confidentiality in respect of all illustrations, drawings, calculations, and other documentation and information received. The obligation of confidentiality also extends to technical or commercial data not in the public domain, as well as to personal data. The Agent shall oblige the personnel it deploys to maintain confidentiality. The obligation of confidentiality shall also remain in force on completion or cancellation of the contract. Subcontractors shall likewise be subject to such obligation of confidentiality.

11.3 Materials of any kind provided by the Principal shall remain the Principal's property. These materials are to be labelled as such. They are to be stored, marked, and managed separately, and they are to be used in accordance with the principles of economical business management. Use of such materials is solely permissible for orders which the Principal has placed in writing. The Agent shall provide replacements in the event of diminished value or loss, beyond the scope of normal wear and tear or storage time, for which he himself is responsible.

11.4 If materials provided by the Principal are processed, converted, combined or mixed with other materials by the Agent, then the Principal shall acquire title to the new object in proportion to the invoice value of the processed, reformed, combined, or mixed materials relative to the value of the other processed materials at the time of processing or combining. The processing or converting shall always be performed on behalf of the Principal. The Agent shall hold any such co-owned new object in safe custody for the Principal free of charge.

11.5 Supplies and services rendered by the Agent shall not entail reservation of title.

12. Invoice and payment

12.1 Invoices shall be submitted in duplicate. The invoice must quote the Principal's contract number. The invoice shall be accompanied by necessary evidence, such as bills of lading, weight notes, time sheets, etc. If legally required information, supporting documentation, or the order number is missing, or if the order number is stated incorrectly, where responsibility for such an error lies with the Agent, the additional expenditure shall be charged to him.

12.2 Where the above requirements are not met, the Principal shall be entitled to request that the Agent corrects and resubmits such invoices. All payments are, as a matter of principle, subject to the proviso that delivery of goods or rendering of services is completed in compliance with contract. Such payments shall not impair the Principal's right to complain.

12.3 Unless otherwise agreed, payment shall be effected net cash within thirty days after receipt of a

correct invoice but not before the contractual delivery or rendering of services and not before the acceptance acc. to 10 took place. Payment shall be deemed effected, if the amount due is credited to the Agent's account.

13. Elimination of defects

13.1 The Agent shall warrant careful and proper performance of his obligations under the contract. The Agent shall particularly warrant compliance with the Principal's stipulated specifications, drawings and other execution requirements (e.g. directives from authorities, professional associations, and trade associations) in compliance with the state-of-the-art technology, and he shall warrant the quality, appropriateness and completeness of the supplied goods, with regard to material, design, and execution, and of the documents (drawings, plans, etc.) that constitute part of the delivery

13.2 Any quality claims or other statements made with regard to the goods, the product, or the service rendered, whether contractually, in advertising, in analyses, in product brochures, or the like, shall be considered as agreed to characteristics under the law.

13.3 The Principle shall be entitled to cancel the contract and claim damages related to the full scope of supplies and services contracted, even in the event of only minor non-conformance with the agreed to characteristics or minor impairment of usability.

13.4. The obligation to complaint at bilateral commercial transactions, according to sec. 377 HGB, applies to the Principal in case of obvious defects only. The notice period shall then be two weeks. The Agent shall eliminate any defects in the supply or service rendered on demand, without delay and at no charge, including of any ancillary costs, either by way of repair, exchange of the faulty part or replacement delivery, at the Principal's discretion. Any further claims, in particular in respect of cancellation, reduction and/or damages, shall remain unaffected. In urgent cases, the Principal shall also be entitled, in consultation with the Agent, to eliminate the defects itself or to arrange for such defects to be eliminated by a third party.

14. Proprietary rights, licenses

14.1. The Agent accepts liability for ensuring that the delivered items are unencumbered by rights of third parties in Germany or in the intended destination country, and in particular that no third- party patents, licenses, or other proprietary rights are infringed by the supply and use of the contracted items.

14.2. In the event of infringement of industrial property rights, the Agent shall be obliged to compensate the Principal for any resulting loss and shall indemnify the Principal against any such claims by third parties.

14.3. The Principal shall also be entitled, at the Agent's expense, to acquire from the holder of such rights the approval for delivery, commissioning, use, resale, etc. of the delivered items as necessary to fulfil the contractual purpose if the Agent is unable to acquire such rights, definitively refuses, or disregards such rectification.

14.4. The Agent grants the Principal free, non-exclusive, irrevocable licence to all industrial property rights, applications for such rights and inventions arising from performance of this contract in Germany or abroad. The Agent further grants the Principal irrevocable, free, nonexclusive right of use of all know-how and all innovations and improvements arising from performance of this contract.

14.5. The Principal shall be entitled to transfer to its shareholders' and subsidiaries licences and rights of use according to the previous paragraph. This shall also apply beyond the duration of the contract. The Agent shall agree the above-mentioned rights in favour of the Principal expressly with its subcontractors.

14.6. The agreed prices shall contain property right charges and all of the necessary license remuneration.

15. Advertising material

The Agent may refer to business relations with the Principal in advertising material only with explicit written consent from the Principal.

16. Safety and working regulations

Relevant safety and working regulations of the Principal shall be observed in the event of goods supplied to or services rendered on premises of the Principal or its subsidiaries. For this purpose, said regulations shall form a component of the contract. The Agent is obliged to follow the instructions of the coordinator (technical officer) duly appointed by the Principal.

17. Place of performance and venue for disputes

Place of performance for the Agent shall be Heidelberg or any other place of use designated by the Principal. The sole venue for all disputes arising from contracts shall be Heidelberg, provided the Agent is a commercial trader.

18. Rescission, termination

18.1. Should Principal rescind the contract in the event of

- a dereliction of duty for which the Agent was responsible,

- inadmissible restriction of competition when the order

was awarded,

Principal can demand that the conditions prevailing before the contract was concluded be recreated.

18.2. If Principal rescinds the contract for the reasons specified above, it can retain the services rendered up to that point if Principal has a use for them. These shall be charged in accordance with the agreed prices and/or in the ratio of the partial performance rendered to the contractual performance in its entirety on the basis of the agreed prices. Unusable performances shall be returned at the expense of the Agent.

The other statutory and contractual rights and claims by Principal arising from derelictions of duty by the contractor shall remain unaffected by this.

19. Applicable law

Contracts shall be governed by the laws of the Federal Republic of Germany.

The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German Private International Law shall not apply.