INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS CTBTO Ref. No.: 2025-0020/Polonskaya

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn.:

Phone: Date: 7 Feb 25

Fax: Email:

Title of Request: Call-Off Contract for Ground Transportation Service

Deadline for Submission: 6 Mar 25 **Vienna Local Time:** 17:00

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to bid the following items as per conditions listed below.

ItemDescription and RequirementsQuantityU/M1Ground Transportation Services1 Lot

When preparing your bid, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by e-mail as soon as possible. If you have any questions you should contact the e-mail address indicated above. We look forward to receiving your bid.

Yours sincerely,

Selma Bukvic,

OiC, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicita	tion No: 2025-0020	Closing Date:	6 Mar 25
Title:	Call-Off Contract for Ground Transportation Service	Vienna Local Time:	17:00

Procurement Staff: Olga Polonskaya CTBTO Req. No.: 0010026399

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

WITHIN FIVE (5) DAYS

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

by email to procurement@ctbto.org

A: We shall submit our bid Company Name:				
By: (date)	A: We shall sub	omit our bid		
B: We may submit and will advise Company Name: By: (date)			Company Name:	
B: We may submit and will advise Company Name: By: (date)	Ву:		Contact Name:	
B: We may submit and will advise Company Name: Contact Name: Email/Tel: C: We will not submit a bid for the following reason(s) our current workload does not permit us to take on additional work at this time; we do not have the required expertise for this specific project; insufficient time to prepare a proper submission; other (please specify)		(date)		
By: Company Name: Contact Name: Email/Tel: C: We will not submit a bid for the following reason(s) our current workload does not permit us to take on additional work at this time; we do not have the required expertise for this specific project; insufficient time to prepare a proper submission; other (please specify)			Email/Tei.	
By: Contact Name: (date) Email/Tel: C: We will not submit a bid for the following reason(s) our current workload does not permit us to take on additional work at this time; we do not have the required expertise for this specific project; insufficient time to prepare a proper submission; other (please specify)	B: We may sub	mit and will advise		
C: We will not submit a bid for the following reason(s) our current workload does not permit us to take on additional work at this time; we do not have the required expertise for this specific project; insufficient time to prepare a proper submission; other (please specify)	-		Company Name:	
C: We will not submit a bid for the following reason(s) our current workload does not permit us to take on additional work at this time; we do not have the required expertise for this specific project; insufficient time to prepare a proper submission; other (please specify)	Ву:		Contact Name:	
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we do not have the required expertise for this specific project;insufficient time to prepare a proper submission;other (please specify)				
insufficient time to prepare a proper submission; other (please specify)		•		
other (please specify)	we do	not have the required expert	ise for this specific project;	
	insuffic	cient time to prepare a prope	r submission;	
Company Name:	other (please specify)		
			Company Name:	
Contact Name:			Contact Name:	
Email/Tel:			Email/Tel:	

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

1. General

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

This Invitation to Bid is for the provision of *Ground Transportation (Passenger) Services on a Call-Off Basis* (hereinafter referred to as the "Services") as described in the attached Specification, including Attachments 1 and 2.

The Commission has its headquarters in Vienna International Centre (VIC), Wagramer Strasse 5, Vienna, Austria. The Commission also has premises (TeST Centre), located in 2444 Seibersdorf, Austria. For the purpose of this solicitation and evaluation of bids, these are the main sample locations indicated, to be found in Attachment 2 of the Specification, Annex B (hereinafter referred to as the "Specification"). Additional itineraries will be made and added to the Contract on a case-by-case basis.

The Commission intends to establish a Call-Off Contract for the Services with the Contractor offering the least costly technically compliant bid for this Invitation to Bid (hereinafter referred to as the "ITB"). The Work will be called-off by the Commission under separate Formal Requests for Delivery (FRD), each detailing the requested Services respectively. Each FRD shall be issued to the Contractor as and when required by the Commission in accordance with their relevant prices as agreed to under the Call-Off Contract. The FRD shall include all details required, point-of-origin, destination, estimated number of passengers, period, time-frame, etc.

The Bid shall meet all requirements stated in these Instructions and the Specification. Bidders are required to prepare their bids based on the Specification and Attachment 1 and 2 to the Specification. The bid shall be categorized or catalogued, based on but not limited to, the following examples of cost components which may affect the prices offered:

- 1) Point of Origin/Destination Itinerary
- 2) Distance of full journey kilometres
- 3) Within Austria/abroad
- 4) Service Hours
- 5) Number of passengers
- 6) Size of vehicle

2. Evaluation

Attachment A (*Technical Evaluation Criteria*) to these Instructions contains a table with technical evaluation criteria to be used for bids evaluation.

Attachment C (*Price List*) to these Instructions contains the financial format required for submission of bids. For <u>evaluation purposes</u>, the bidders <u>must</u> fill out the respective prices offered per column/row. In cases where the bidder considers that additional conditions need to be considered (time of day/year/season, and/or within/outside Austria), additional price information to that effect shall also be included in the offer.

In case of an award, the following documents shall govern the Contract and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:

- (a) The Call-Off Contract;
- (b) The Commission's General Conditions of Contract (Annex A to the Contract) incorporated herein by reference https://www.ctbto.org/sites/default/files/2022-09/CTBT General Conditions of Contract 08-10-2021 final.pdf
- (c) The Commission's Specification (Annex B to the Contract);
- (d) The Bidder's Offer including Price List (Annex C to the Contract).

3. Documents included in this Invitation to Bid (ITB)

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Bids, including the Bidder's Statement and its Attachment:
 - o Attachment A Technical Evaluation Criteria
 - Attachment B Procedure for Submission of Sealed Bids
 - o Attachment C Price Format
- (c) The Commission's Draft Model Call-Off Contract
- (d) The Commission's General Conditions of Contracts (Annex A) incorporated herein by reference https://www.ctbto.org/sites/default/files/2022-09/CTBT General Conditions of Contract 08-10-2021 final.pdf
- (e) The Commission's Specification (Annex B), including their Attachments:
 - o Attachment No. 1 Draft Transport Schedule
 - o Attachment No. 2 Examples of Transport Itineraries
- (f) List of CTBT State Signatories, a list of which is found at www.ctbto.org under Status of Signatures and Ratifications | CTBTO.
- (e) Vendor Profile Form
- (g) Statement of Confirmation.

4. Amendment of the ITB Documents

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

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

5. Language of the Bid

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

6. Format and Submission of the Bid

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

The Proposal shall be submitted electronically according to the attached "PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS".

Proposals sent by regular e-mail, unless clearly submitted as electronically sealed bids as indicated above and following the instructions outlined in Attachment C will not be considered and may lead to the rejection of the bidder from the procurement process.

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

7. Request for Clarifications and Contacting the Commission

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

E-mail: procurement@ctbto.org

Subject: Request for Clarifications re ITB No. 2025-0020 /POLONSKAYA

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

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

8. Eligible Services

The Services to be rendered under the Call-Off Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this ITB. For purposes of this paragraph, "the origin" means the place from which the Services are supplied.

9. Type of Contract and Payment

The Commission intends to conclude a firm fixed price Call-Off Contract, based on the Commission's Draft Model Call-Off Contract. The terms and conditions of payment are as follows:

Within 30 days of receipt and acceptance of the Services provided under the respective FRD and of the following documents:

- (1) Invoice(s) showing price of the Services rendered under the respective FRD issued to the Contractor. The Contractor shall submit an electronically, from the Contractor's official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission's email address specified in the Contract, Payable_Invoices@ctbto.org. 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;
- (2) Acknowledgement Copy of the respective FRD with the Contractor's signature;
- (3) The Contractor's certificate, counter-signed by the Consignee/end-user, confirming the successful completion of the Services under the respective FRD; and
- (4) Any other relevant documents.

Applicable Taxes payable by the Supplier 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 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.

10. Content of the Bid

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

The Bid shall be composed of the following separate parts:

I. Technical Bid (no pricing/financial information shall be included); and

II. Financial Bid;

providing, but not limited to, the following information:

PART I: TECHNICAL BID

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

No pricing/financial information shall be included in the Technical Section of the Bid. The financial information shall include the table indicated in Section 2 of these ITB "*Price List*".

Note however that the list/catalogue of the Services (based on, but not limited to, Attachment No. 1 and 2 of the Specification without the prices) shall also be included in the Technical Section of the Bid.

1. Personnel

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

2. Documents Establishing the Eligibility and Qualifications of the Bidder

(a) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction and demonstrate that the Bidder has the financial, professional and technical qualifications necessary to perform the Services under the Call-Off Contract. These include, but are not limited to the following:

The Bidder shall demonstrate/confirm in the Proposal:

- all vehicles are roadworthy, fully equipped and insured that;
- all vehicles are clean and are air-conditioned;
- are capable promptly arrange a substitute vehicle and/or driver, if required;
- (b) Expertise and experience of the Firm/Company: This section shall provide details regarding the experience of the organization and a list of the projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB.

The Bidder shall be able to demonstrate:

- at least 5 years of experience of successfully fulfilling similar services for international organizations or diplomatic missions;
- experience fulfilling similar services in the last 3 years.
- (c) Management Structure and Key Personnel: This section shall provide information about the management structure and include the comprehensive curriculum vitae

(CVs) of key personnel (Account Manager(s)) that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. Curriculum Vitae (CVs) should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

(d) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term.

The Bidder shall demonstrate/confirm in the Proposal that all drivers:

- are experienced in the vehicle category being driven;
- drive in a safe manner and adhere to all national laws and regulations.

3. Bidder's Statement, Statement of Confirmation and Vendor Profile Form

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

4. Specifications

The Bid shall include a detailed description of the Services proposed.

The Bid shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications. This shall include details of warranties/manufacturer's guaranties in respect to any Equipment item.

5. Sub-Contractors

The Bid shall include names, legal status, address and qualifications of subcontractor(s), if any, involved in the Project and the scope of the subcontracted services. The bidder shall provide a statement that its organization shall be fully responsible for the performance of sub-contractor. All sub-contractors shall be legally established in one of the CTBT states signatories.

6. References

- 1) Potential bidders shall include a minimum of 3 client references with their offer.
- 2) If after reasonable efforts, the Commission is unable to contact the client references provided by the bidder, the Commission may take the decision not to further consider the offer provided by the bidder.

7. Model Call-Off Contract

A statement that the bidder has carefully reviewed the Commission's General Conditions of Contract and the Draft Model Call-Off Contract and agreed to all terms and conditions. As applicable, these will form part of the Contract for this procurement.

PART II: FINANCIAL BID

- (a) The Bid shall include the costs of the Services as per draft itineraries of Attachments 1 and 2 of the Specification.
- (b) The Bidder is required to prepare the price schedule using the attachment C **Price List** attached to these Instructions for Preparation and Submission of Bids (ITB) and/or categorized/catalogued additional prices as suggested in Section 1 of these ITB.

Additionally, the Commission may, from time to time, require ground transportation services to/from other point-of-origin/destinations. The Contractor's bid may therefore also include samples of itineraries based on the following categories, if deemed applicable:

- a. Kilometers in total (distance), one-way/return
- b. Kilometers on highways that may include road tolls
- c. Kilometers in Austria or abroad
- d. Number of service days
- e. Temporal period of service (winter/summer)
- f. Size of the vehicle
- g. Service time (hours for the driver/coach, day/night etc.)
- (c) In presenting the cost for each item, adequate justification and calculation must be included in the cost. All individual costs shall be stated in EURO.
- (d) 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 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 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).

(e) 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.

8. Completeness and Correctness of the Bid

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

9. Evaluation of the Bid

- (a) The technical evaluation shall include the following evaluation criteria:
 - (i) compliance with the Specifications;
 - (ii) supplier's qualifications;
- (b) The Financial Bid of bidders passing the technical evaluation shall be evaluated as follows:
 - (i) contractual compliance;
 - (ii) commercial acceptability.
- (c) The Commission, based on the evaluation method given above, will determine the Bid which is the "*least costly technically acceptable Bid*". Bidders are expected to comply with all the provisions of the Commission's General Conditions of Contract. Any deviation to these provisions may be a factor in the Commission's award decision.
- (d) To assist in the examination, evaluation and comparison of bids, the Commission may, at its discretion, request any Bidder to clarify its Bid. The Commission's request for clarification and the Bidder's response shall be in writing.

13. Correction of Errors

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

14. Validity of the Bid

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

15. Negotiations of the Bid and Award

The Commission reserves the right to request clarifications on the Bid and to enter into negotiations regarding technical or commercial aspects of the Bid before awarding the Contract

under this ITB. If and when the Bid, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the bidder in writing.

The Commission also reserves the right to split the award for this project if so deemed desirable.

16. Modification and Withdrawal of Bid

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

17. The Commission's Right to Reject the Bid

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

18. Costs of preparation and submission of the Bid

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

19. Proprietary Information

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

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

A Bidder must <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 Bid or the procurement process if the person:

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

BIDDER'S STATEMENT PLEASE FILL THIS FORM & SUBMIT WITH THE BID Delivery Time: N/A Shipping weight (kg) and Volume (m³) – if applicable: N/A List of recommended consumables and spares including prices and details on local availability, if applicable (please tick): For one year period For a period ofN/A..... Warranty period applicable (it shall be for a **minimum of 24 months**, starting from the acceptance of the services by the Commission) – please tick below: For a two year N/A For a period of ... N/A..... Availability of local service in Vienna, Austria (if any/if applicable): N/A State country of origin or assembly of all items quoted: N/A 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 General Conditions of Contract and the Commission's Model Draft Call-Off 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 X Remarks: Name: Name & Title of Contact Person: Signature & date:

Attachment A: Technical Evaluation Criteria

2025-0020/Polonskaya/ Call-Off Contract for Ground Transportation Service

ref Specs	Technical Evaluation Criteria based on Specifications		Fail
Availablity of (Account Manager/s) for logistical and commercial matters to work with the Commission requests (based on provided CV)			
3	Company has at least 5 years of experience of successfully fulfilling		
3	Company's experience fulfilling similar services in the last 3 years		
3	Availablity of experienced drivers in the relevant vehicle categories		
3	Availability of an adequate vehicle fleet to address the transportation requirements stated in the Specification		

Attachment B

"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.

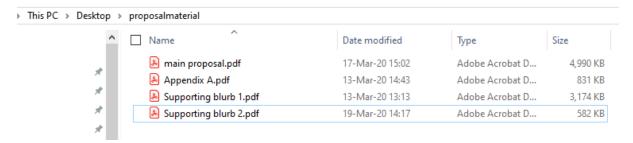


Figure 1 An example set of files to be submitted

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.

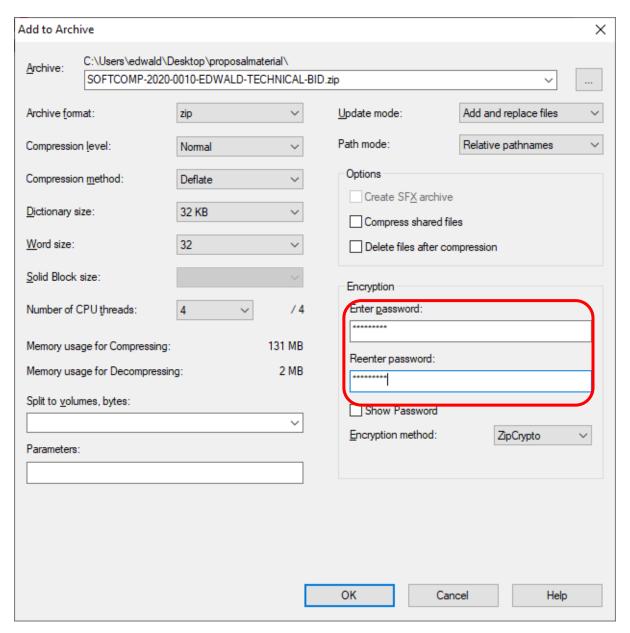


Figure 2 Creating an Archive

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.)

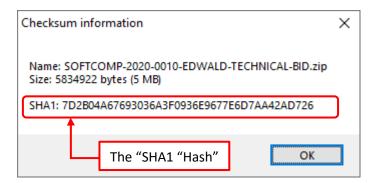


Figure 3 SHA1

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 C: (Price List)

Ground Transportation (Passenger) Services on a Call-Off Basis/ITB No. 2025-0020 /POLONSKAYA							
Item/Attac					1st optional extension	2nd optional	3rd optional
hment 2 of the ToR	Description		Initial period of 2 years, EUR		(1 year), EUR	extension (1 year), EUR	extension (1 year), EUR
		Number of PAX (number of seats)	Year 1 Unit price	Year 2 Unit price	Unit price	Unit price	Unit price
1	Round trip	+ +					
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	20					
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	25					
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	30 38					
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	50					
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	60					
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	20					
2	One way trip						
	VIC – TeST Centre or vice versa	20					
	VIC – TeST Centre or vice versa VIC – TeST Centre or vice versa	25					
	VIC – TeST Centre or vice versa VIC – TeST Centre or vice versa	30 38		 			
	VIC – TeST Centre of vice versa VIC – TeST Centre or vice versa	50					
	VIC – TeST Centre or vice versa	60					
3	Round trip						
	VIC – TeST Centre - VIC	20					
	VIC - TeST Centre - VIC	25					
	VIC – TeST Centre - VIC VIC – TeST Centre - VIC	30 38					
	VIC – TeST Centre - VIC VIC – TeST Centre - VIC	50					
	VIC - TeST Centre - VIC	60					
4	One way trip						
	Hofburg Palace - VIC or vice versa	20					
	Hofburg Palace – VIC or vice versa	25					
	Hofburg Palace – VIC or vice versa	30					
	Hofburg Palace – VIC or vice versa Hofburg Palace – VIC or vice versa	38 50					
	Hofburg Palace – VIC or vice versa	60					
5	Round trip						
	Hofburg Palace - VIC - Hofburg Palace	20					
	Hofburg Palace - VIC - Hofburg Palace	25					
	Hofburg Palace – VIC – Hofburg Palace	30					
	Hofburg Palace – VIC – Hofburg Palace	38 50					
	Hofburg Palace – VIC – Hofburg Palace Hofburg Palace – VIC – Hofburg Palace	60					
6	One way trip	00					
	Hofburg Palace –TeST Centre or vice versa	20					
	Hofburg Palace -TeST Centre or vice versa	25					
	Hofburg Palace -TeST Centre or vice versa	30					
	Hofburg Palace –TeST Centre or vice versa	38					
	Hofburg Palace —TeST Centre or vice versa	50		-			
7	Hofburg Palace –TeST Centre or vice versa Round trip	60					
	Hofburg Palace –TeST Centre – Hofburg Palace	20					
	Hofburg Palace -TeST Centre - Hofburg Palace	25					
	Hofburg Palace -TeST Centre - Hofburg Palace	30					
	Hofburg Palace – TeST Centre – Hofburg Palace	38					
	Hofburg Palace TeST Centre - Hofburg Palace	50 60		-			
8	Hofburg Palace – TeST Centre – Hofburg Palace Round trip	00		 			
	VIC – TeST Centre – Tritolwerk, Wiener Neustadt –TeST	1					
	Centre - VIC	35					
9	One way trip		·				
	Vienna Airport - ARCOTEL, Donauzentrum - or vice versa	15					
4.	Vienna Airport – ARCOTEL, Donauzentrum – or vice versa	20					
10	One way trip	15					
	Vienna Airport – VIC or vice versa Vienna Airport – VIC or vice versa	15 20					
11	One way trip	20					
	Vienna Airport – TeST Centre or vice versa	15					
	Vienna Airport – TeST Centre or vice versa	20					
12	One way trip						
	Vienna Airport - Lest, Slovakia or vice versa	50					

- Notes:
 1) Please complete all applicable columns, even if the rates remain unchanged throughout the entire term of the Contract.
- 2) The rates indicated in the Price List shall be firm and fixed throughout the term of the Contract.
- 3) Bidders may include projected indexation increase for the optional extensions periods. The applicable rates shall be in accordance with promulgated indexation by governmental authorities.



CONTRACT NO. 2025-XXXX SAP No. XXXX

between

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

and

NAME OF CONTRACTOR

for

PROVISION OF GROUND TRANSPORTATION (PASSENGER) SERVICES on a Call-off Basis

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)

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CALL- OFF CONTRACT NO. 2025-XXXX

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 Specifications. 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 Specifications.

"Annex C" means the Contractor's Proposal.

"Contract" means this document, its Annexes, FRD and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 22 (Contract Amendment) below.

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

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

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

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

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

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

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

2. AIM OF THE CONTRACT

The aim of this Contract is to provide Ground Transportation (Passenger) Services on a call-off basis, (hereinafter referred to as the "Services"), 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 Work in the form of FRD within a period of 2 (two) years from the Effective Date (hereinafter referred to as the "Call-off Period"). The commencement and completion date for the performance of the Work (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 three times for a one (1) year period each extension, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work 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 perform the Services as specified in Annex B.
- (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 1 of Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Work if not requested by the Commission through FRD. However, the Contractor may propose FRD for Commission's evaluation.
- (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 specified in the relevant FRD.
- (e) The Commission may revise FRD as and when it may deem necessary.
- (f) The Commission makes no commitment under the Contract to call-off any specific quantities of the Services specified in Annex B.
- (g) The Commission may, from time-to-time, need to purchase Services that do not form part of the list of Services (i.e. itineraries) in Annex C to the Contract. To this end, the Commission may request from the Contractor a quote for itinerary or smaller/bigger coach that are not contained in Annex C. The Contractor shall provide the quotation within seven (7) days of the Commission's request.
- (h) The Commission may issue FRDs in accordance with this Clause 5 (g), which may include the Service/s in question. Such Services, which may be purchased through FRDs and which do not form part of Annex C, shall henceforth be incorporated by reference into the list of prices in Annex C (hereinafter referred to as the "List of Prices"). The prices for such above mentioned services shall be firm and fixed from the date of issuance of the relevant FRD including such item(s) and henceforth remain valid in accordance with Clause 12 below and Annex C, until the expiry of the Contract.
- (i) The Commission shall, every two (2) years, prepare a list of items "incorporated by reference" added through FRDs and a copy thereof shall be submitted to the Contractor for its own records.
- (j) In the event of any inconsistencies between the List of Prices and the FRD issued, the relevant FRD shall prevail.

6. STANDARD OF WORK

The Contractor shall perform the Work in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the

Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

7. INSURANCE

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

8. WARRANTY

The provisions of Clause 28 of Annex A shall apply to the Work performed by the Contractor.

9. PERMITS, NOTICES, LAWS AND ORDINANCES

- 9.1 The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Service 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 or the Station's premises, as applicable, who may be affected thereby.
 - (ii) property of the Commission or the Station, as applicable.
- 10.3 The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.

- **10.4** The Contractor shall be responsible for the prevention of accidents on the Commission's or the Station'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 sub-Clause 3 (b) above, the firm fixed rates/fees set out in Annex C;
 - (ii) subject to sub-Clause 12 (b) below, for each FRD issued during the first optional extension of the Call-off Period specified in sub-Clause 3 (c) above, the firm fixed rates/fees set out in Annex C;
 - (iii) subject to Clause 12 (b) below, for each FRD issued during the second optional extension of the Call-off Period specified in sub-Clause 3 (c) above, the firm fixed rates/fees set out in Annex C;
 - (iv) subject to Clause 12 (b) below, for each FRD issued during the third optional extension of the Call-off Period specified in sub-Clause 3 (c) above, the firm fixed rates/fees set out in Annex C;

- (v) if applicable, Other Costs pursuant to Annex C and Clause 5 (h) of the ToR;
- (b) The unit prices set out in Annex C shall be held 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) Taxes 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.

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) 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 Work has been satisfactorily completed and has been accepted by the Commission.
- (b) The making of any payment hereunder by the Commission shall not be construed as unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (c) The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email addressed specified under Clause 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.
- (d) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

14. TEMPORARY SUSPENSION OF SERVICE

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

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 Service 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:

- (d) this document;
- (ii) the Commission's General Conditions of Contract (Annex A)

 https://www.ctbto.org/sites/default/files/2022-09/CTBT General Conditions of Contract 08-10-2021 final.pdf;
- (iii) the Commission's Specifications (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:

Procurement Services Section

Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6350

E-mail: procurement@ctbto.org

For invoices:

Accounts Payable CTBTO Financial Services Section

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6292

E-Mail: Payable Invoices@ctbto.org

For related enquiries:

Payments@ctbto.org

(b) The Contractor:

Name:

Address:

Tel:

Email:

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.

SIGNATORIES PAGE

IN WITNESS hereof, the duly authorized representatives of the Parties have executed this Contract in Vienna, Austria:

For and on behalf of the PREPARATOINUCLEAR-TEST-BAN TREATY ORGAN		THE COMPREHENSIVE
Date:	Place:	
For and on behalf of:		
Date:	Place:	

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

(https://www.ctbto.org/sites/default/files/2022-09/CTBT_General_Conditions_of_Contract_08-10-2021_final.pdf)

ANNEX B: THE COMMISSION'S SPECIFICATIONS

ANNEX C: THE CONTRACTOR'S PROPOSAL

ANNEX B

SPECIFICATIONS

CALL-OFF CONTRACT FOR

GROUND TRANSPORTATION (PASSENGER) SERVICES

1. BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (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 (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 (OSIs) to monitor compliance with the Treaty. More information can be found under www.ctbto.org

The Commission requires Ground Transportation Services (hereinafter referred to as the "Services") to safely transport a variable number of passengers and associated passenger luggage, in many cases to/from its headquarters in Vienna International Center (hereinafter referred to as "VIC"), located at Wagramerstrasse 5, 1400 Vienna, Austria, and its Technical Support and Training Centre (hereinafter referred to as "TeST Centre") located at Forschungszentrum, 2444 Seibersdorf, Austria. Occasionally, the Commission will/may require the Services to/from other locations within Austria and/or the neighboring countries within the EU as applicable (hereinafter referred to as the "Additional Services").

The Commission intends to establish a Call-off Contract for two (2) years, with three (3) optional extensions of one (1) year each. This Call-off Contract shall include a categorized list/catalogue of the Services that may be required by the Commission as indicated in these Specifications. Additional transportation services, not indicated in these Specifications, may also be required at any stage in which case these Additional Services may be added to the Call-off Contract upon confirmation with the Contractors, if the Commission so wishes.

The Contractors shall provide the Services in accordance with the requirements of the Specifications and in the most cost-effective and environmentally responsible manner possible.

As and when so required, the Commission will issue a Formal Request for Delivery (hereinafter referred to as "FRD") under this Contract, detailing the requirements under each FRD respectively, including the point-of-origin and the destination as the context requires

2. SCOPE OF SERVICES

a. The Contractors shall upon request outlined in the respective FRD, provide safe and timely passenger ground transport services to/from the below mentioned locations

- and/or other locations as directed by the Commission and as specified in the applicable FRD.
- b. Ground transport service refers to a transport vehicle and driver proportional to the passenger load and appropriate for the distance to destination and road conditions.
- c. The Contractors will have 2-3 seats available for additional passengers not included in the original FRD in case of need.
- d. The Contractors shall comply with security requirements at the pickup and delivery locations listed below and/or other locations specified in the respective FRD as security-sensitive locations, such as military bases. If applicable, the FRD will specify the security requirements that may need to be met at those locations. As indicated above, the Commission's two main points-of-origin/destinations are:
- e.
- CTBTO TeST Centre, Forschungszentrum 2444 Seibersdorf
- ii. Vienna International Centre (VIC) CTBTO Preparatory Commission Wagramerstrasse 5 1400 Vienna
- f. An indicative draft schedule of events requiring Ground Transportation Services for year 2025 is attached as Attachment 1 to these Specifications. This draft schedule shall serve as an indicative/reference measure for the establishment of a categorized pricing scheme.
- g. A table indicating a sample of transport itineraries (location of pick-up, secondary pick-up, final destination and return) with approximate passenger loads is attached as <u>Attachment 2</u>. These examples of transport itineraries shall serve as an indicative measure for the establishment of a categorized pricing scheme.
- h. The Contractors shall provide the Services based on the unit prices agreed to in the Contract. The Contractors shall inform the Commission of the points of contact (Account Manager/s) for logistical and commercial matters. If these points of contact change during any phase of the Services, the Contractors shall inform the Commission immediately in writing.

3. QUALIFICATION REQUIREMENTS

Experience

The Contractors shall have:

- a. at least 5 years of experience of successfully fulfilling similar services for international organizations and/or diplomatic missions;
- b. experience fulfilling similar services in the last 3 years.

Vehicle condition and management

The Contractors shall:

- c. ensure that all vehicles are roadworthy, fully equipped and insured;
- d. ensure that all vehicles are clean and are air-conditioned;
- e. have adequate vehicle fleet to provide required transportation services;
- f. promptly arrange a substitute vehicle and/or driver, if required;

Drivers

The Contractors shall ensure that all drivers:

- g. are experienced in the vehicle category being driven;
- h. drive in a safe manner and adhere to all national laws and regulations.

4. ORGANIZATION OF THE SERVICES

- a. Initiating Services
 - i. The Commission will request the Services in the form of separate FRDs, each detailing the respective requirements.
 - ii. The Commission will coordinate with the Contractors on the required Services preferably with a minimum of ten (10) working days' prior notice to the Contractors before the required execution of Services unless shorter notice is agreed to by both parties and without any financial implications/penalties to the Commission.
- b. The respective FRD will include, inter alia, the following information:
 - i. Dates and key timings for the ground transport service
 - ii. Locations for the intended Services (point-of-origin, destination etc.)
 - iii. Number of passengers and estimated associated luggage
 - iv. Contact person
- c. The Contractors shall provide the requested Services only upon receipt of the relevant FRD.
- d. Completion and Acceptance

Upon the completion of the Services requested under an FRD, the Contractors shall provide the Commission with a certificate detailing the Services provided for review and acceptance by the Commission. Both documents (the respective FRD and the Contractors' corresponding certificate) are required as the basis for payment of the relevant invoices. Invoices and the respective payments shall be made in accordance with the Commission's established Payment Terms as outlined in the Instructions to Bidders.

5. SAMPLE INTENARIRES

<u>Attachment No. 1</u> to these Specifications shows an example of the Commission's ground transportation schedule for a whole year as an indication of the overall potential requirements.

Attachment No. 2 to these Specifications shows examples of the most common itineraries required by the Commission which shall serve as a basis for the establishment of the Contractors' standardized price schedule/scheme.

ATTACHMENT 1

Note: There might be a big number of orders during the week of 8-12 September 2025

Draft Annual Transport Schedule (for reference purposes only)

2025



ATTACHMENT 2

EXAMPLES OF TRANSPORT ITINERARIES

VIC =Vienna International Centre
TeST Centre = Technical Support and Training Centre, Seibersdorf
Regular service hours between 08:00 & 18:00

	PICKUP TO FINAL DESTINATION	NUMBER OF PAX
1	Round trip	
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	20
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	25
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	30
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	38
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	50
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	60
	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	20
2	One way trip	
	VIC – TeST Centre or vice versa	20
	VIC – TeST Centre or vice versa	25
	VIC – TeST Centre or vice versa	30
	VIC – TeST Centre or vice versa	38
	VIC – TeST Centre or vice versa	50

	VIC – TeST Centre or vice versa	60
3	Round trip	
	VIC – TeST Centre - VIC	20
	VIC – TeST Centre - VIC	25
	VIC – TeST Centre - VIC	30
	VIC – TeST Centre - VIC	38
	VIC – TeST Centre - VIC	50
	VIC – TeST Centre - VIC	60
4	One way trip	
	Hofburg Palace – VIC or vice versa	20
	Hofburg Palace – VIC or vice versa	25
	Hofburg Palace – VIC or vice versa	30
	Hofburg Palace – VIC or vice versa	38
	Hofburg Palace – VIC or vice versa	50
	Hofburg Palace – VIC or vice versa	60
5	Round trip	
	Hofburg Palace – VIC – Hofburg Palace	20
	Hofburg Palace – VIC – Hofburg Palace	25
	Hofburg Palace – VIC – Hofburg Palace	30
	Hofburg Palace – VIC – Hofburg Palace	38

	Hofburg Palace – VIC – Hofburg Palace	50
	Hofburg Palace – VIC – Hofburg Palace	60
6	One way trip	
	Hofburg Palace –TeST Centre or vice versa	20
	Hofburg Palace –TeST Centre or vice versa	25
	Hofburg Palace –TeST Centre or vice versa	30
	Hofburg Palace –TeST Centre or vice versa	38
	Hofburg Palace –TeST Centre or vice versa	50
	Hofburg Palace –TeST Centre or vice versa	60
7	Round trip	
	Hofburg Palace –TeST Centre – Hofburg Palace	20
	Hofburg Palace –TeST Centre – Hofburg Palace	25
	Hofburg Palace –TeST Centre – Hofburg Palace	30
	Hofburg Palace –TeST Centre – Hofburg Palace	38
	Hofburg Palace –TeST Centre – Hofburg Palace	50
	Hofburg Palace –TeST Centre – Hofburg Palace	60
8	Round trip	
	VIC – TeST Centre – Tritolwerk, Wiener Neustadt –TeST Centre - VIC	35
9	One way trip	
	Vienna Airport – ARCOTEL, Donauzentrum – or vice versa	15

	Vienna Airport – ARCOTEL, Donauzentrum – or vice versa	20
10	One way trip	
	Vienna Airport – VIC or vice versa	15
	Vienna Airport – VIC or vice versa	20
11	One way trip	
	Vienna Airport – TeST Centre or vice versa	15
	Vienna Airport – TeST Centre or vice versa	20
12	One way trip	
	Vienna Airport – Lest, Slovakia or vice versa	50

STATEMENT OF CONFIRMATION

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

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

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

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

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

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

VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK		
1. Name of Company:		
2. Street Address:	3. Telephone:	
P.O. Box: City:	4. E-Mail:	
Zip Code: Country:	5. Website:	
6. Contact Person: Title:		
7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution) PLEASE INCLUDE A COPY OF THE CERTIFICATE OF INCORPORATION		
8. Year Established: 9. Number of Employees:		
10. Gross Corporate Annual Turnover (US\$m)*: 11. Annual Export Turnover (US\$m)*:		
12. Type of Business/Products: Manufacturer Sole Agent Supplier Other (please explain)		
13. Type of Business/Services/Work: Engineering Civil Work Governmental Institution Other (please explain)		
14. References (your main customers, country, year and technical field of products, services or work): **		
15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**		
Organization: Value in US\$ Equiva	llent: Year:	
Organization: Value in US\$ Equiva		
16. Summary of any changes in your company's ownership during the last 5 years:		

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

17. List of Products/Services/Work offered:			
Product/Service/Work # Product/Service/Work Description			
	CC 11 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 10 0	
18. This section shall be signed and stamped by an official legally authorized to enter into contracts on behalf of your organization:			
Name: Title:	Signature:	Date:	
Bank Details	Beneficiary Details		
Bank Name:	Beneficiary Name: (exactly as stated on bank statements)		
Bank Address:	IBAN:		
Exact Account Holder Name:	(if applicable)		
Exact recount fronter (vanie)	Account number:		
	SWIFT/BIC:		
	ABA/Sort Code:		
Additional Details (if applicable)			
Correspondent bank:			
Correspondent account number:			
Correspondent SWIFT/BIC:			
Tax Identification Number:			
	ΓΒΤΟ USE ONLY nitials	Date:	
-			
Updated By:	itials	Date:	
Remarks:			

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