

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0117/Eileen Sanz
(PLEASE QUOTE ON ALL COMMUNICATIONS)


4

Tel. No.: +43 (1) 26030-6350
E-mail: procurement@ctbto.org

Attn.:

Phone:
Fax:
Email:

Date: 19 July 2024

Title of Request: Call Off Contract for IFE25 Ground Transportation in Sri Lanka.

Deadline for Submission: 26 Aug 2024

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 in Annex B Terms of Reference hereunder.

| Item | Description and Requirements | Quantity | U/M |
|-------------|--|-----------------|------------|
| 1 | Call Off Contract IFE25 Transportation | 1 | Lot |

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

Yours sincerely,


Sally Alvarez de Schreiner
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

| | |
|---|----------------------------------|
| Solicitation No: 2024-0117 | Closing Date: 26 Aug 2024 |
| Title: Call Off Contract for IFE25 Ground Transportation in Sri Lanka. | Vienna Local Time: 17:00 |

Procurement Staff: Eileen Sanz

CTBTO Req. No.: 0010024823

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

WITHIN FIVE (5) DAYS

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

by email to
procurement@ctbto.org

| | |
|-----------------------------------|--|
| A: We shall submit our bid | |
| By: _____ (date) | Company Name: _____ Contact Name: _____ Email/Tel: _____ |

| | |
|---|--|
| B: We may submit and will advise | |
| By: _____ (date) | Company Name: _____ Contact Name: _____ Email/Tel: _____ |

| | |
|---|--|
| C: We will not submit a bid for the following reason(s) | |
| ___ our current workload does not permit us to take on additional work at this time; ___ we do not have the required expertise for this specific project; ___ insufficient time to prepare a proper submission; ___ other (please specify) _____ | |
| Company Name: _____ Contact Name: _____ Email/Tel: _____ | |

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

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

This Request for Proposal is for the provision of ***Ground Transportation (Passenger) Services for On-Site Inspection Integrated Field Exercise in 2025 (IFE 25) on a Call-Off Basis*** (hereinafter referred to as the "Services" and/or the "Work") as described in the attached Terms of Reference ("TOR").

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

The Proposal shall meet all requirements stated in these Instructions and the Terms of Reference and be submitted in accordance with these Instructions for Preparation and Submission of Proposals. However, the Commission reserves the right to consider proposals with minor modifications or upgrades to the specifications.

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 Contract;
- (b) The Commission's General Conditions of Contract (Annex A to the Contract);
- (c) The Commission's Terms of Reference (Annex B to the Contract);
- (d) The Contractor's Proposal (Annex C to the Contract);
- (e) The respective FRD.

2. Documents included in this Request for Proposal (RFP)

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals, including the Bidder's Statement and its Attachment:
 - Attachment 1: Supplier Instructions For Submitting Electronic Offers In 2 Sealed Files.

- Attachment 2: Price Format
- (c) The Commission's Model Contract
- (d) The Commission's General Conditions of Contracts (Annex A) available at [Microsoft Word - CTBTO General Conditions of Contract_08-10-2021_final_clean.docx](#) and incorporated hereby by reference;
- (e) The Commission's Terms of Reference (Annex B):
- (f) Statement of Confirmation
- (g) Vendor Profile Form

3. Amendment of the RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

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

Proposals sent by regular e-mail, unless clearly submitted as electronically sealed offers as indicated above and following the instructions outlined in the attached instructions will not be considered and may lead to the rejection of the offer.

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

6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case no later than **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 RFP No. 2024-0117/SANZ

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

7. Eligible Goods and Services

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

8. Type of Contract and Payment

The Commission intends to conclude a firm fixed unit price Call-Off Contract, based on the Commission's Model Contract attached hereto. The terms and conditions of payment are provided in the attached Model Contract.

9. Content of the Proposal

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

The Proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

No pricing/financial information shall be included in the Technical Section of the Proposal. Note however that the list/catalogue of the shall also be included in the Technical Section of the Proposal.

Point of Contact

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

Documents Establishing the Eligibility and Qualifications of the Bidder

The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited to the following:

- (a) That the Bidder has the financial, technical, and production capability necessary to perform the Services under the Call-Off Contract.
- (b) Expertise of the Firm/Organization: The Proposal 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 RFP.
- (c) Project Management Structure and Key Personnel: This section shall provide information about the project management structure proposed for this contract and include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical Proposal, clearly defining their roles and responsibilities. Curriculum Vitae (CVs) should establish competence and demonstrate qualifications in areas relevant to the requirements of this RFP.

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.

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 Proposal.

Specifications

The Proposal shall include a detailed description of the Services proposed and include relevant technical literature as and if applicable. The Commission reserves the right to consider proposals with minor modifications or upgrades to the specifications.

The Proposal 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.

Sub-Contractors

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

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.

PART II: FINANCIAL PROPOSAL

- (a) The Proposal shall provide bill of quantities for all requirements set forth in the attached Terms of Reference using the **Price Format** attached to these Instructions for Preparation and Submission of Proposals. All individual costs shall be stated in EURO or US Dollars.

In presenting the cost for each item, adequate justification and calculation must be included in the cost. Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

- (b) 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.

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 Proposal together with information on the nature of the tax and its method of calculation.

10. Completeness and Correctness of the Proposal

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

11. Evaluation of the Proposal

- (a) Technical Proposals will be assessed for compliance with the Terms of Reference and the solicitation. However, the Commission reserves the right to consider proposals with minor modifications to the Terms of Reference.
- (b) The Financial Proposal 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 Proposal which is the ***“least costly technically acceptable Proposal”***. 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) The Commission reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.
- (e) To assist in the examination, evaluation and comparison of proposals, the Commission may, at its discretion, request any Bidder to clarify its Proposal. The Commission's request for clarification and the Bidder's response shall be in writing.

12. Correction of Errors

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

13. Validity of the Proposal

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

14. Negotiations of the Proposal and Award

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

15. Modification and Withdrawal of the Proposal

Bidders may modify or withdraw their Proposals 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 Proposal. The Proposal may not be modified subsequent to the closing date.

16. Right to Vary Requirements at the Time of Award

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

17. The Commission's Right to Reject the Proposal

The Commission reserves the right to accept or reject the Proposal or to annul this procurement process at any time prior to 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 Proposal

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

19. Proprietary Information

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

20. Use of former Preparatory Commission for the CTBTO (“Commission”) employees in the preparation of Proposals

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

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

| BIDDER'S STATEMENT PLEASE FILL THIS FORM & SUBMIT WITH THE PROPOSAL | |
|--|--|
| Delivery Time: | |
| Quantity discount and early payment discount (if any): | |
| <p>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.</p> | |
| <p>Included in this Proposal : Yes <input type="checkbox"/> No <input type="checkbox"/></p> | |
| <p>Confirmation that the bidder has reviewed the Commission's General Conditions of Contract and the Commission's Model Contract and agreed to all terms and conditions.</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | |
| <p>Remarks:</p> | |
| <p>Name:</p> | |
| <p>Name & Title of Contact Person:</p> | |
| <p>Signature & date:</p> | |

Attachment 3

“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.

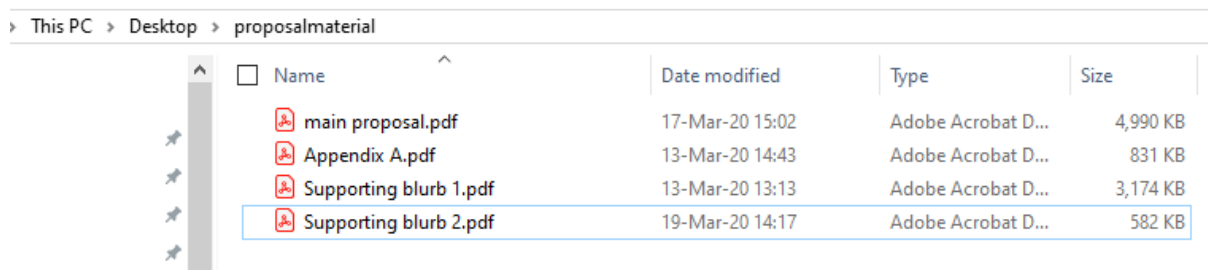


Figure 1 An example set of files to be submitted

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.

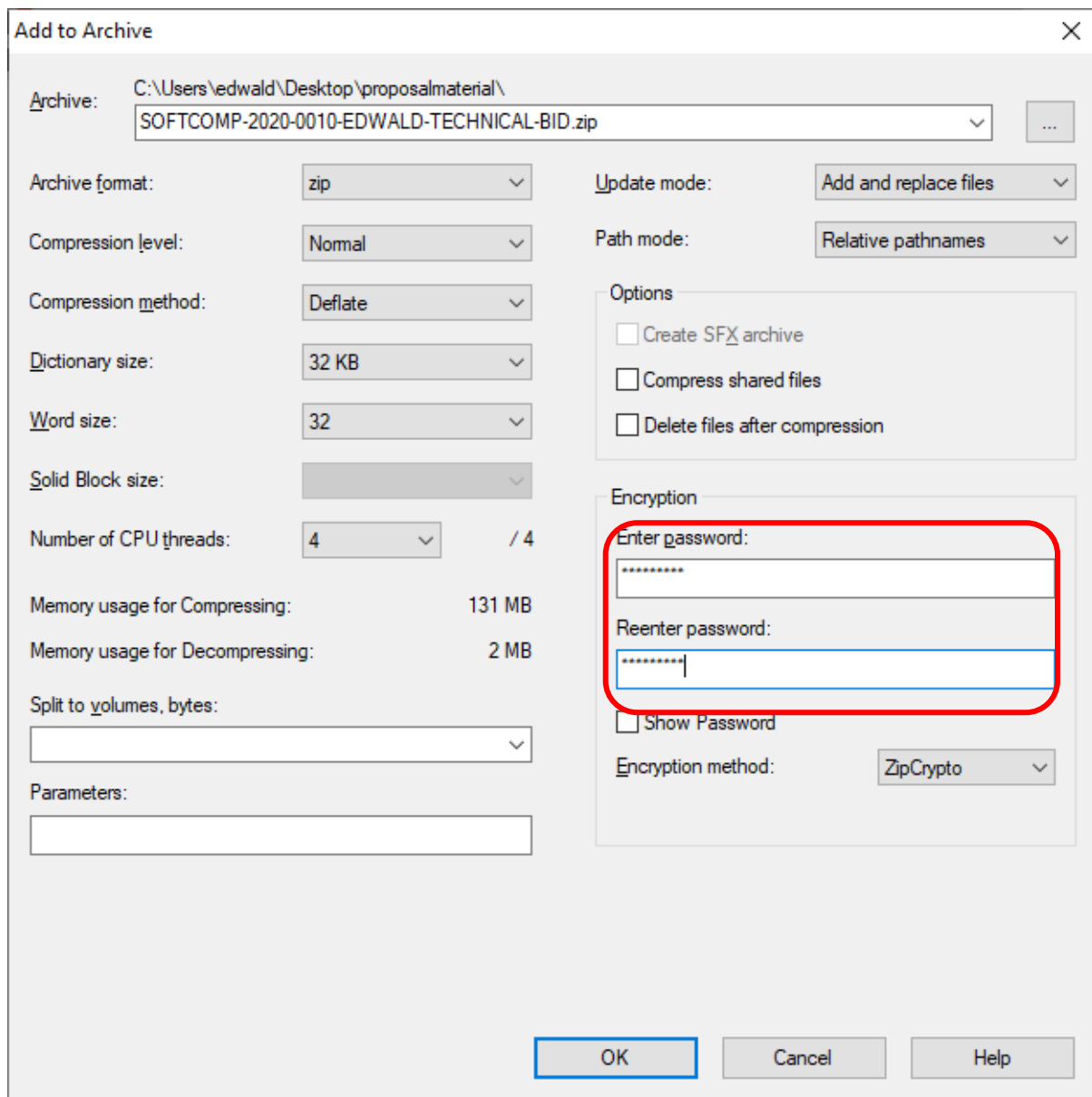


Figure 2 Creating an Archive

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 described below.

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

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

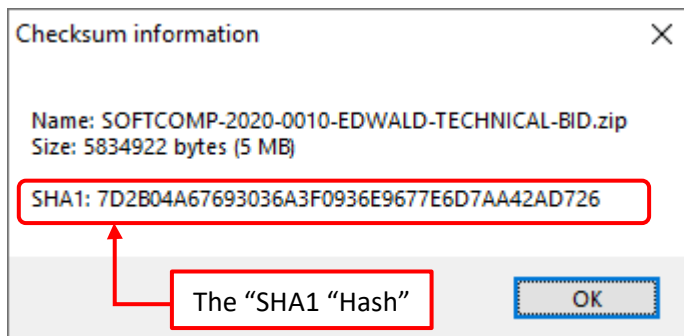


Figure 3 SHA1

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

Sidebar: How to open a CMD window in Windows:

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

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

Finally,

1. Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives.
SEND THIS TO: sealed_bids@ctbto.org (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

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

The Financial Offer Encryption Key will need to be provided by you to the same e-mail (bid_keys@ctbto.org) 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 Format)

| IFE 25 Ground Transportation on a Call-Off Basis | | | | | |
|--|--|-------------|---------|------------------------------------|------------|
| TOR Item | Description | | | | |
| | | Unit | Est QTY | Est. total number of days required | Unit price |
| 3.A | Vehicle Hire on a daily basis | | | | |
| A1 | Standard Sedan (e.g. Toyota Premio or similar) | Vehicle/day | 10 | 110 | |
| A2 | Medium-SUV, e.g. Toyota X-Trail or similar | Vehicle/day | 15 | 240 | |
| A3 | Large-SUV, e.g. Toyota Hilux, Mitsubishi L200 (double-cab, hardtop) or similar | Vehicle/day | 20 | 1200 | |
| A4 | Luxury-SUV, e.g. Toyota Prado or similar | Vehicle/day | 5 | 25 | |
| A5 | Minivan 6 pax (e.g. Toyota KDH or similar) | Vehicle/day | 1 | 20 | |
| A6 | Minivan 12 pax (e.g. Toyota KDH or similar) | Vehicle/day | 5 | 125 | |
| A7 | Coach 20 pax, e.g. Toyota Coaster or similar | Vehicle/day | 3 | 10 | |
| A8 | Coach 30 pax | Vehicle/day | 3 | 10 | |
| A9 | Coach 40 pax | Vehicle/day | 3 | 10 | |
| A10 | Cargo truck/mini lorry-van with c. 10m3, e.g. Isuzu Elf 4X2. | Vehicle/day | 2 | 60 | |
| A11 | A standalone roll- on roll off flatbed trailer capable to carry a total of 5 tons | Vehicle/day | 1 | 60 | |
| A12 | A vehicle transporter with integrated roll-on roll-off flatbed trailer capable to carry a total of 5 tons | Vehicle/day | 1 | 20 | |
| 3.B | Airport transfers from Bandaranaike Airport to Colombo City Centre | | | | |
| B1 | Standard Sedan (e.g. Toyota Premio or similar) | Trip | 5 | 80 | |
| B2 | Minivan 6 pax (e.g. Toyota Granvia or similar) | Trip | 3 | 20 | |
| B3 | Minivan 12 pax (e.g. Toyota Hiace or similar) | Trip | 3 | 20 | |
| 3.C | Additional Requirements | | | | |
| C1 | Overtime (for additional working hours above 9 hours per day) | Hour | | | |
| C2 | Accommodation for drivers, when out of Colombo, if no drivers' quarters are provided free of charge at 4/5* hotels | Day | | | |
| C3 | Daily stipend for meals, beverages and any ancillary costs, for drivers, when out of Colombo. | Day | | | |
| | Any Additional Items (please explain) | | | | |
| | | | | | |

Notes:

- 1) Please complete all applicable columns.
- 2) Please specify currency (USD or Euro only). The rates shall be firm and fixed throughout the term of the Contract.
- 3) Additional Services, not indicated in the TOR, may be required by the Commission during the Contract Period. If prices are not included in the offer as per above, a quote shall be provided by the contractor within 48h of the Commission's request based on same rates for same or similar items as quoted in the table above.
- 4) The Commission reserves the right to consider proposals with minor modifications or upgrades to the specifications listed above.

MODEL CONTRACT

(SAP No. ____)

between

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

and

NAME OF CONTRACTOR

For:

**GROUND TRANSPORTATION SERVICES ON A CALL-OFF BASIS FOR
THE ON-SITE INSPECTION INTEGRATED FIELD EXERCISE IN 2025
(IFE25) IN SRI LANKA**

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

July 2024

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MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

“**Annex A**” means the Commission’s General Conditions of Contract.

“**Annex B**” means the Commission’s Terms of Reference.

“**Annex C**” means the Contractor’s Proposal.

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

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

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

“**Goods**” means the equipment items to be supplied and delivered by the Contractor under the Contract as requested by the Commission under FRDs.

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

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

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

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

“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 Services on a Call-off basis for the On-Site Inspection Integrated Field Exercise in 2025 (IFE25) in Sri Lanka (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 1 (one) year 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.

4. RESPONSIBILITIES OF THE CONTRACTOR

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

5. FORMAL REQUESTS FOR DELIVERY

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of Services through the issuance of individual FRD in accordance with 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 hire additional vehicles or services do not form part of the list of Services in Annex C to the Contract. To this end, the Commission may request from the Contractor a quote for an item or items that are not contained in Annex C. The Contractor shall provide this information within two (2) days from the Commission's request.
- (h) The Commission may issue FRDs in accordance with this Clause 5, which may include the item or items in question. Such items, which may be ordered through FRDs and which do not form part of Annex C, shall henceforth be incorporated by reference into the list of prices in Annex C (hereinafter referred to as the "List of Prices"). The prices for such above mentioned items shall be firm and fixed from the date of issuance of the relevant FRD including such item(s) and henceforth remain valid in accordance with Clause 12 below and Annex C, until the expiry of the Contract.

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.

Model Contract - Ground Transportation Services on a Call-off basis for the On-Site Inspection Integrated Field Exercise in 2025 (IFE25) in Sri Lanka – July 2024

9. PERMITS, NOTICES, LAWS AND ORDINANCES

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

10. PROTECTION OF PERSONS AND PROPERTY

- 10.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- 10.2** The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
- (i) all persons on the Commission's who may be affected thereby.
 - (ii) property of the Commission.
- 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** In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- 10.5** 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 Work is carried out in accordance with Annexes B and C and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Work.

12. PRICES

- (a) The Commission shall pay to the Contractor for each FRD the firm fixed labor rates/fees and any other applicable costs set out in Annex C or as may be agreed pursuant to Clause 5 above;
- (b) The firm fixed unit prices set out in Annex C and that may be added by reference in accordance with Clause 5 above, 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).

[PLEASE SELECT, AS APPLICABLE, ONE OF THE FOLLOWING AT THE TIME OF AWARD]

- (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.

OR

- (e) No Taxes are applicable under this Contract.

13. PAYMENT TERMS

13.1 Upon satisfactory completion of each FRD the Contractor shall submit the following supporting documentation to the Commission for payment:

- (a) Original invoice submitted in accordance with sub-Clause 13.2(c) below reflecting the actual costs;
- (b) 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 an 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 address 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 WORK

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

15. DELAYS AND EXTENSION OF TIME

15.1 If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 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 Work

16. CONTRACTOR'S CLAIMS AND REMEDIES

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Work, 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 and the relevant FRD(s) shall constitute integral parts of this Contract and shall be of full force and effect.

18. DISCREPANCIES

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

- (i) This document;
- (ii) The Commission's General Conditions of Contract (Annex A);
- (iii) The Commission's Terms of Reference (Annex B);
- (iv) The Contractor's Proposal (Annex C);
- (v) The relevant FRD.

19. SEVERABILITY

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

20. NO WAIVER

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

21. CONTRACT AMENDMENT

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

22. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

(a) The Commission:

For Contractual Issues:

*Chief, Procurement Section
Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6350
E-mail: procurement@ctbto.org*

For submission of invoices:

*Accounts Payable
CTBTO Financial Services Section
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6292
E-Mail: Payable_Invoices@ctbto.org*

For invoices and payment 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.

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

For and on behalf of the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION**:

[Name and position]

Date: _____

Place: Vienna, Austria.

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

[Name and Position]

Date: _____

Place: _____

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

ANNEX B: THE COMMISSION'S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR'S PROPOSAL

TERMS OF REFERENCE

Ground Transportation Services on a Call-off basis for the On-Site Inspection Integrated Field Exercise in 2025 (IFE25) in Sri Lanka

1. BACKGROUND

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

The On-Site Inspection Exercise Programme for 2022-2025 (CTBT/PTS/INF.1613) includes an Integrated Field Exercise in 2025 (IFE25) to be conducted in Democratic Socialist Republic of Sri Lanka in May-June 2025.

These Terms of Reference (hereinafter referred to as “TOR” or “ToR”) describe the requirements for local ground transportation in Sri Lanka for the following various IFE25-related activities to be arranged by the Commission.

The Commission desires to engage a supplier (hereinafter referred to as the “Contractor”) for the provision of ground transportation (hereinafter referred to as “Services”) on a call-off basis (hereinafter referred to as the “Call-off Contract”) in line with the requirements indicated in this document over a period of one year.

The Commission anticipates that, based on the Call-off Contract, orders may be placed for up to the quantity specified in these Technical Specifications. The Commission, however, makes no commitment to procure any specific quantity of Services or at any specific time during the contract period; nevertheless, the Contractor shall be able to supply the Services as and when requested by the Commission.

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

The Services shall be called off by the Commission through individual Formal Request of Delivery (hereinafter referred to as “**FRD**”), issued by the Commission to the Contractor as and when required, specifying the requested Services as ordered.

2. SCHEDULE AND TYPE OF ACTIVITIES

The table below outlines the variety of activities for which the Commission expects to require Services. The information provided below is subject to change and requires the final agreement of the host country however it shall serve as an illustration of expected requirements.



| Event | Location(s) | Dates (prospective) | Participants (est.) |
|--|------------------------------|-------------------------------|---------------------|
| Aerial Overflights Field Test | Habarana | 3 to 16 November 2024 | 10 |
| Operational Visit II | Colombo, Pasikudah, Habarana | 3 to 16 November 2024 | 15 |
| Communications and Data Telemetry Field Test | Pasikudah | 18 January to 1 February 2025 | 20 |
| Operational Visit III | Colombo, Pasikudah, Habarana | 18 January to 1 February 2025 | 15 |
| Operational Visit IV | Colombo, Pasikudah, Habarana | 9 to 15 March 2025 | 10 |
| Host Country Preparation/Training | Colombo or Pasikudah | 16 to 21 March 2025 | 25 |
| Operational Visit V | Colombo, Pasikudah, Habarana | 6 to 12 April 2025 | 15 |
| Integrated Field Exercise 2025 | Colombo, Pasikudah, Habarana | 12 May to 28 June 2025 | 120 |
| IFE25 Technical Observer Visit | Pasikudah | 25 May to 5 June 2025 | 30 |
| IFE25 High-Level Observer Visit | Pasikudah | 6 to 9 June 2025 | 50 |

3. REQUIRED SERVICES

The Commission expects to require:

- a) Vehicle hire on a daily basis (up to nine working hours);
 - i. Standard vehicles including standard sedans and a variety of SUVs for field missions and transport of VIPs;
 - ii. Larger passenger transport vehicles including minivans and coaches;
- b) Airport transfers between Bandaranaike Airport and central Colombo.

A. Vehicle Hire on a daily basis

| # | Category of vehicle | Driver | Est. Incl. km per day | Max. number required simultaneously | Est. total number of days required | Remark |
|----|--|--------|-----------------------|-------------------------------------|------------------------------------|---|
| A1 | Standard Sedan (e.g. Toyota Premio or similar) | Yes | 100km | 10 | 110 | Primarily for transportation in/around Colombo |
| A2 | Medium-SUV, e.g. Toyota X-Trail or similar | Yes | 200km | 15 | 240 | |
| A3 | Large-SUV, e.g. Toyota Hilux, Mitsubishi L200 (double-cab, hardtop) or similar | Yes | 250km | 20 | 1200 | At least two standard height vehicles with a standard tow hook to enable coupling and towing of trailers (e.g. flatbed trailer or 2- |



| | | | | | | |
|------------|---|-----|-------|---|-----|---|
| | | | | | | ton CTBTO data transmission trailer) |
| A4 | Luxury-SUV, e.g. Toyota Prado or similar | Yes | 200km | 5 | 25 | High-Level visitor transportation in Colombo and/or to/from field locations |
| A5 | Minivan 6 pax (e.g. Toyota KDH or similar) | Yes | 100km | 3 | 20 | Primarily to be used for either: <ul style="list-style-type: none"> ▪ transportation in/around Colombo ▪ shuttling between nearby venues in North-Central Province and/or Eastern Province. |
| A6 | Minivan 12 pax (e.g. Toyota KDH or similar) | Yes | 100km | 5 | 125 | |
| A7 | Coach 20 pax, e.g. Toyota Coaster or similar | Yes | 200km | 3 | 10 | Primarily for transporting participants between Colombo and North-Central Province and/or Eastern Province. |
| A8 | Coach 30 pax | Yes | 200km | 3 | 10 | |
| A9 | Coach 40 pax | Yes | 200km | 3 | 10 | |
| A10 | Cargo truck/mini lorry-van with c. 10m ³ , e.g. Isuzu Elf 4X2. | Yes | 100km | 2 | 60 | For transportation of boxed equipment. |
| A11 | A standalone roll-on roll off flatbed trailer capable to carry a total of 5 tons | No | N/A | 1 | 60 | To be towed by 4WD to transport equipment |
| A12 | A vehicle transporter with integrated roll-on roll-off flatbed trailer capable to carry a total of 5 tons | Yes | 100km | 1 | 20 | Vehicle on-call |

**B. Airport transfers from Bandaranaike Airport to Colombo City Centre**

| # | Category of vehicle | Driver | Max. number required simultaneously | Est. total number of one-way transfers | Remark |
|-----------|--|--------|-------------------------------------|--|--------|
| B1 | Standard Sedan (e.g. Toyota Premio or similar) | Yes | 5 | 80 | |
| B2 | Minivan 6 pax (e.g. Toyota Granvia or similar) | Yes | 3 | 20 | |
| B3 | Minivan 12 pax (e.g. Toyota Hiace or similar) | Yes | 3 | 20 | |

C. Additional Requirements

| # | Item |
|-----------|--|
| C1 | Overtime (for additional working hours) |
| C2 | Accommodation for drivers, when out of Colombo, if no drivers' quarters are provided free of charge at 4/5* hotels |
| C3 | Daily stipend for meals, beverages and any ancillary costs, for drivers, when out of Colombo. |
| C4 | Additional Services, as may be required by the Commission |

Additional Services, not indicated in this ToR, may be required by the Commission at a later stage and a quote shall be provided by the Contractor within 48h of the Commission's request based on same or similar rates as agreed for the other requirements under the Contract.

4. CONTRACTOR'S REQUIREMENTS**4.1 Experience**

The Contractor shall be able to demonstrate:

- at least 5 years of experience of successfully fulfilling similar requests for international organizations or diplomatic missions;
- experience fulfilling similar requests in the last 3 years.

4.2 Vehicle condition and management

The Contractor shall:

- ensure that all vehicles are roadworthy, equipped with functioning seat belts and fully insured;
- ensure that all vehicles are clean and are air-conditioned;
- attend to any breakdown or servicing requirement across Sri Lanka within 6 hours;
- promptly arrange a substitute vehicle and/or driver, if required;
- ensure regular refuelling of vehicles out of working hours.
- ensure all vehicles are provided with first aid kits, warning triangles, high-visibility vests, fire extinguishers and other mandatory items in accordance with national laws and regulations.



4.3 Drivers

The Contractor shall ensure that all drivers:

- a. are experienced in the vehicle category being driven;
- b. are available to work between up to 9 hours per day;
- c. shall possess clean driving licences;
- d. are familiar with principal routes in Colombo, North-Central and Eastern Provinces;
- e. can communicate in English and adhere to instructions or guidance provided;
- f. drive in a safe manner and adhere to all national laws and regulations;
- g. are briefed on the rules of convoy driving.
- h. are experienced in "off -road" driving .

The Contractor shall ensure that drivers participate in pre-exercise briefing session to be held in Colombo tentatively in March 2025.

The Contractor shall inform the Commission of the points of contact for logistical and commercial matters. If these points of contact change during any phase of the Services, the Contractor shall inform the Commission immediately in writing.

5. ORGANIZATION OF WORK

The Services will be initiated by the Commission in writing through a Formal Request for Delivery (FRD).

5.1 Initiating Services

The Commission will request the Services in the form of separate FRDs, each detailing the respective requirements.

The Commission will coordinate with the Contractor on the required Services with a minimum of ten (10) working days' prior notice to the Contractor before the required execution of Services unless shorter notice is agreed to by both parties and without any financial implications/penalties to the Commission.

The respective FRD will include, inter alia, the following information:

- Dates and key timings for the ground transport service;
- Locations for the intended Services (point-of-origin, destination etc.);
- Number of passengers and estimated associated luggage.

The Contractor shall provide the requested Services only upon receipt of the relevant FRD. The Commission shall not be held liable for the performance of any service(s) which have been performed before and/or without an FRD issued by the Commission to the Contractor.

5.2 Completion and Acceptance

Upon the completion of the Services requested under an FRD, the Contractor 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 Contractor's corresponding certificate) shall be submitted together with the invoices for payment purposes in accordance with the Call-off Contract provisions.

STATEMENT OF CONFIRMATION

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

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

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

- j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.
- l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
- m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.
- n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.
- o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.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 <input type="checkbox"/> Sole Agent <input type="checkbox"/> Supplier <input type="checkbox"/> Other <input type="checkbox"/> (please explain) | | |
| 13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/> Other <input type="checkbox"/> (please explain) | | |
| 14. References (your main customers, country, year and technical field of products, services or work): ** | | |
| 15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)** <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> Organization: Value in US\$ Equivalent: Year: </div> <div style="display: flex; justify-content: space-between;"> Organization: Value in US\$ Equivalent: Year: </div> | | |
| 16. Summary of any changes in your company's ownership during the last 5 years: | | |

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

| | |
|---|----------------------------------|
| 17. List of Products/Services/Work offered: | |
| Product/Service/Work # | Product/Service/Work Description |
| | |
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18. This section shall be **signed and stamped** by an official legally authorized to enter into contracts on behalf of your organization:

| | | | |
|-------|--------|------------|-------|
| Name: | Title: | Signature: | Date: |
|-------|--------|------------|-------|

| | |
|--|--|
| Bank Details Bank Name: Bank Address: Exact Account Holder Name: | Beneficiary Details Beneficiary Name: <small>(exactly as stated on bank statements)</small> IBAN: <small>(if applicable)</small> Account number: SWIFT/BIC: ABA/Sort Code: |
|--|--|

Additional Details (if applicable)

 Correspondent bank:

 Correspondent account number:

 Correspondent SWIFT/BIC:

 Tax Identification Number:

| | | |
|---------------------------|----------|-------|
| FOR CTBTO USE ONLY | | |
| Evaluated By: | Initials | Date: |
| Updated By: | Initials | Date: |
| Remarks: | | |

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