REQUEST FOR PROPOSAL

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

Vienna Local Time: 17:00

E-mail:

Date: 27 June 25

Attn:

Phone:

Fax: Email:

Subject: Ground transportation (Passenger) services on a call-of basis

NOTE: The RFP has been reopened with no changes in the solicitation documents. Bids already submitted will be duly considered, and companies that have already submitted their bids are not required to resubmit unless they wish to make changes or updates.

Deadline for Submission: 4 July 2025

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

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

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

Yours Sincerely,

Sally Alvarez de Schreiner Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2025-0020 Closing Date: 4 July 25

Title: Ground Transportation(Passenger) Services on a call-off basis 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 proposal		
	Company Name:	
Ву:	Contact Name:	
(date)	Email/Tal:	
	Email/Tel:	
B: We may submit and will advise		
•	Company Name:	
By:(date)	Contact Name:	
	Email/Tel:	
	Lindivitor.	
C: We will not submit a proposal for the f	following reason(s)	
our current workload does not perwe do not have the required exper	mit us to take on additional work at this time; rtise 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

NOTE: The RFP 2025-0020 has been reopened with no changes in the solicitation documents. Bids already submitted will be duly considered, and companies that have already submitted their bids are not required to resubmit unless they wish to make changes or updates

1. General

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

This Request for Proposal (RFP 2025-0020) is for the provision of Services as described in the Terms of Reference for "GROUND TRANSPORTATION (PASSENGER) SERVICES ON A CALL-OFF BASIS" (hereinafter referred to as the "Services").

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

2. Documents included in this RFP

This RFP consists of the following documents:

- 1. Letter of Invitation;
- 2. These Instructions for Preparation and Submission of Proposals, including the Bidder's Statement and the following attachments:
 - Attachment 1: Procedure for Submission of Electronic Offers in 2 sealed files;
 - Attachment 2: Evaluation Criteria and Method;
 - Attachment 3: Technical Compliance Matrix; and
 - Attachment 4: Financial Bid Price Schedule Form.
- 3. Vendor Profile Form;
- 4. Statement of Confirmation;
- 5. The Commission's Model Contract and its Annexes:

Annex A: The Commission's General Conditions of Contract, also available at <u>CTBTO</u> <u>General Conditions of Contract_08-10-2021_final.docx</u> and incorporated hereby by reference;

Annex B: The Commission's Terms of Reference.

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

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

3. Amendment of RFP Documents

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

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

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

Alternatively, the Proposals may be submitted in physical form in two sealed envelopes as follows:

(i) One sealed envelope shall contain 1 (one) original of the Technical Proposal clearly marked as "Original Technical Proposal". This envelope shall also contain a memory stick with 1(one) pdf of the Technical Proposal.

No pricing/financial information shall be included in the Technical Proposal. Note however that the list of items (without the prices) shall be included in the Technical Proposal.

(ii) The second sealed envelope shall contain 1 (one) original of the Financial Proposal marked as "Original Financial Proposal". The second envelope shall also contain a memory stick with:

1(one) pdf of the Financial Proposal; and 1(one) pdf of the Financial Proposal without prices

The outer envelope containing the 2 envelopes shall be clearly marked as follows:

NAME OF PROJECT: [Description indicated in Letter of Invitation] CLOSING DATE: [Date indicated in Letter of Invitation] CTBTO REF. NO.: [Number indicated in the Letter of Invitation] "DO NOT OPEN BEFORE THE CLOSING DATE"

The envelope containing the Original Proposal shall be sent to the following addressee:

Chief, Procurement Services Section Office E0918 CTBTO, Vienna International Centre Wagramer Strasse 5, A-1400 Vienna, AUSTRIA

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 five (5) business days prior to the Closing Date.

No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail sent to:

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

Subject: RFP 2025-0020i /Polonskaya - Request for Clarifications

The Commission will make all reasonable efforts to issue the clarifications not later than three (3) business days prior to the Closing Date.

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

7. Eligible Goods and/or Services

The goods and/or 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 services are supplied.

8. Type of Contract and Payment

The Commission intends to conclude Call-off Contract(s) with firm fixed unit prices based on the attached Model Contract. The terms and conditions of payment for services are provided therein.

9. Preparation of the Proposal

The Proposal shall contain, but not necessarily be limited to, the information described below. The Proposal shall be composed of the following separate parts:

- I. Technical Proposal (no pricing/financial information shall be included); and
- II. Financial Proposal;

PART I: TECHNICAL PROPOSAL

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

No pricing/financial information shall be included in the Technical Section of the Proposal. 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 Proposal.

1. 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.

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 that:

- all vehicles are roadworthy, fully equipped and insured;
- 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 RFP.

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 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.
- (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.

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

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 Proposal.

4. Technical Requirements

The Proposal shall include a detailed description of the Services proposed by providing a sectionby-section response to each of the requirements of the Terms of Reference. 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.

5. Sub-Contractors

The Proposal shall include names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted services. The Proposal shall provide a statement that your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT States Signatories, the list of which is available at www.ctbto.org under Status of Signatures and Ratifications | CTBTO and incorporated hereby by reference.

6. References

Bidders shall include information on minimum 3 client reference contacts with their offer. 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

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

Additionally, the Commission may, from time to time, require ground transportation services to/from other point-of-origin/destinations. The Contractor's Proposal 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.)

Taxes

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

(1) For Austrian companies

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

(2) For European Union (EU) Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or separately identified on the Proposal 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).

10. Completeness and Correctness of the Proposal

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

11. Validity of the Proposal

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

12. Correction of Errors

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

13. Evaluation of the Proposal

- (a) The Commission will conduct the evaluation based on the criteria and method specified in Attachment 2 "Evaluation Criteria and Method".
- (b) 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.

14. Clarifications and Negotiations of the Proposal

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

15. Modification and Withdrawal of the Proposal

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

16. The Commission's Right to Reject the Proposal

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

17. Costs of preparation and submission of the Proposal

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

18. Proprietary Information

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

19. Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Proposals

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 PROPOSAL Warranty period applicable (it shall be for a minimum of 24 months, starting from the acceptance of the goods/services by the Commission) – please tick below:N/A..... Availability of local service in Vienna, Austria (if any/if applicable): N/A State country of origin of services quoted: Quantity discount and early payment discount (if any): Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required. Included in this Proposal : Yes Confirmation that the bidder has reviewed the Commission's Model Contract and General Conditions of Contract and agreed to all terms and conditions. Yes No Remarks: Name: Name & Title of Contact Person: Signature & date:



"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 offers will not be accepted.

INSTRUCTIONS:

In a <u>WINDOWS</u> 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 <u>LINUX</u> 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.

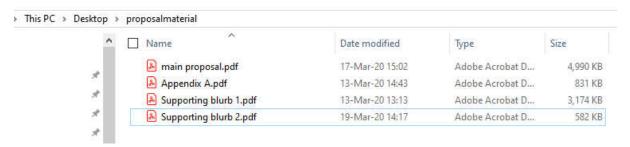


Figure 1 An example set of files to be submitted

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.

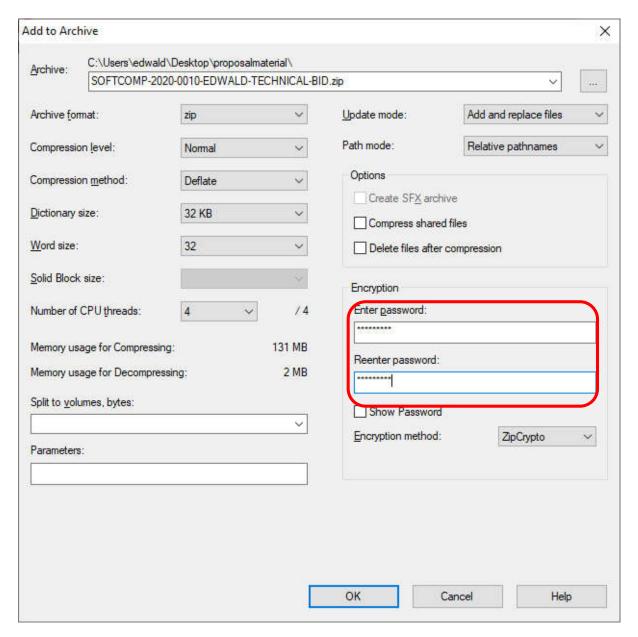


Figure 2 Creating an Archive

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

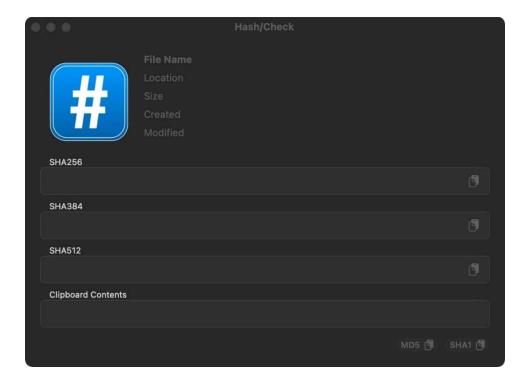
<u>IMPORTANT NOTE</u>: As stated above, only send the Encryption Key for the Technical Offer to the <u>bid keys@ctbto.org</u> mailbox when sending your Technical and Financial Offer to the <u>sealed bids@ctbto.org</u> mailbox. You shall only send the Encryption Key for the Financial Offer to the Commission 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.

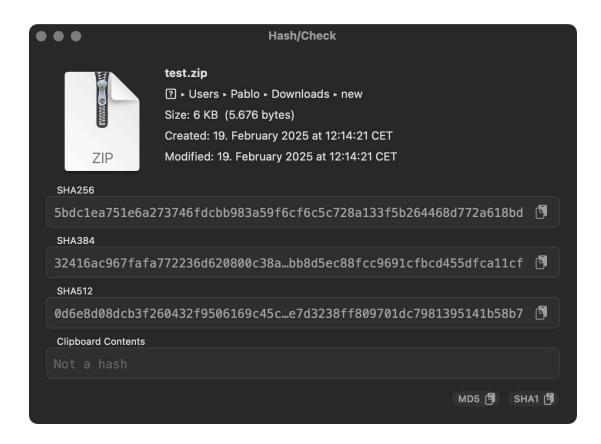
As mentioned above, should you have questions or difficulties, please send an e-mail to procurement@ctbto.org.

For MAC users:

- Please download Hash/Check app: <u>https://apps.apple.com/at/app/hash-check/id1550525767?l=en-GB&mt=12</u>
- 2. It is very simple to use. After installing, just open the app and click on "File" to open the zip file you want to inspect.

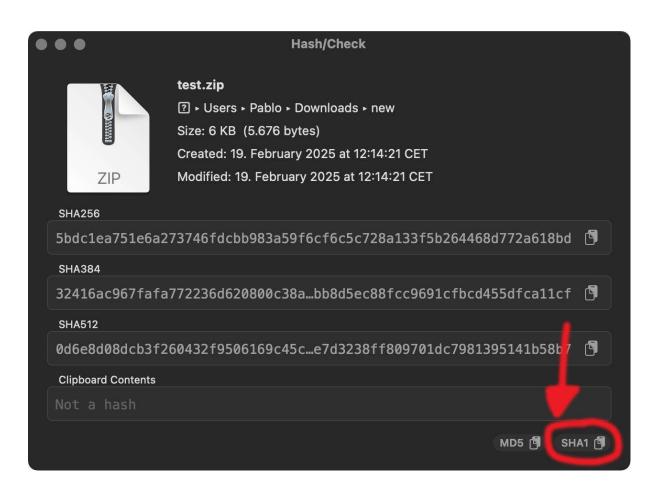


3. Please use your submitted technical and financial proposals

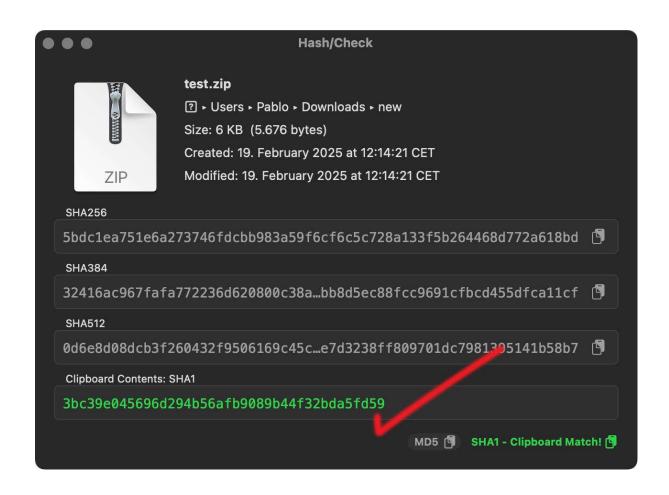


4. And it automatically creates several different hash values ... --- But the one we need SHA1 is not there ...

So you press on the little SHA1 icon on the bottom right ...



5. The SHA1 hash is calculated and copied to the clipboard automatically for further use.



-----OR------

Another alternative would be to use the terminal and the command: shasum /path/to/file Here is a little tutorial on how to use it. It is strait forward and simple to use. Please see attached the instructions as a pdf as well.

https://osxdaily.com/2012/02/05/check-sha1-checksum-in-mac-os-x/

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.

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Evaluation Criteria and Method RFP 2025-0020 PROVISION OF GROUND TRANSPORTATION (PASSENGER) SERVICES ON A CALL-OFF BASIS

Ref No. in TOR	1. QUALIFICATION REQUIREMENTS (1st stage)	PASS/FAIL
2	Availablity of (Account Manager/s) for logistical and commercial matters to work with the Commission requests	PASS/FAIL
3	Company has at least 5 years of experience of successfully fulfilling similar transportation services for international organizations and/or diplomatic missions	PASS/FAIL
3	Company's experience fulfilling similar services in the last 3 years	PASS/FAIL
3	Availablity of experienced drivers in the relevant vehicle categories	PASS/FAIL
3	Availability of an adequate vehicle fleet to address the transportation requirements stated in the Specification	PASS/FAIL

The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the evaluation matrix below						
Ref No. in TOR	in 2. TECHNICAL REQUIREMENTS - 2nd stage Points			\$		
	Quality of the Proposal	Max Points	Factor	Weighted score		
2-5	Understanding of the Scope of Work and Requirements demonstrated in the Proposal	5	1	5		
annex	All itineraries have been provided in the offer with various numbers of seats in the couch	5	2	10		
	TOTAL - Technical Evaluation	10		15		
	The minimum number of scores to pass the technical evaluation is 9.					

EVALUATION METHOD:

1. Technical Evaluation:

The technical evaluation process will be done in two stages:

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

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

2) <u>Stage 2</u>: The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the evaluation matrix above.

In order to pass this stage, bidders must obtain at least 9 scores in accordance with the scoring table indicated below:

Points	Scoring
0	Unsatisfactory - Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.
1 - 2	Weak - Does not meet the minimum technical, functional, or performance related criterion.
3	Good - Meets the minimum requirements of the criterion.
4	Very good - Exceeds the criterion in some areas.
5	Excellent - Exceeds the criterion in all areas.

2. Financial evaluation:

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

X= Max Available Points * Y/Z

Legend:

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

3. Award:

The Contract will be awarded to the bidder who receive the highest combined score resulting from the technical and financial evaluations. The weight of the technical and financial components is 60% and 40% respectively, subject to commercial and contractual acceptability.

ATTACHMENT 3 RFP 2025-0020 PROVISION OF GROUND TRANSPORTATION (PASSENGER) SERVICES ON A CALL-OFF BASIS

TECHNICAL COMPLIANCE MATRIX

(To be filled in by the Bidders and included in the Technical Proposal)

Ref No. of ToR	Requirements A section-by-section response to each section of the Terms of Reference is included in the Proposal	Compl	iance
		Yes	No
3	Experience		
	The Contractor 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.		
3	Vehicle condition and management		
	The Contractor shall: c. ensure that all vehicles are roadworthy, fully equipped and insured; d. ensure that all vehicles are clean and are airconditioned; e. have adequate vehicle fleet to provide required transportation services; f. promptly arrange a substitute vehicle and/or driver, if required.		
3	Drivers		
	The Contractor 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.		

	RFP 2025-0020 PRO	VISION OF GROUNI	O TRANSPORTATI	ON (PASSENGER)	SERVICES ON A	CALL-OFF BASIS		
Item/Attach ment 2 of the ToR	Description Initial period of 2 years,		of 2 years, EUR	1st optional extension (1 year), EUR		3rd optional extension (1 year), EUR		
		Period of Service	Number of PAX (number of seats)	Year 1 Unit price	Year 2 Unit price	Unit price	Unit price	Unit price
1	Round trip		1					
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	08:00-18:00	20					
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	08:00-18:00	25					
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	08:00-18:00	30					
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	08:00-18:00	38					
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	08:00-18:00	50			<u> </u>		
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	08:00-18:00	60					
	VIC - ARCOTEL Donauzentrum - TeST Centre - VIC	08:00- 18:00	20					
2	One way trip		20					
	VIC - TeST Centre or vice versa		25					
	VIC – TeST Centre or vice versa VIC – TeST Centre or vice versa		30					
	VIC – TeST Centre or vice versa VIC – TeST Centre or vice versa		38		 			
	VIC – TeST Centre or vice versa VIC – TeST Centre or vice versa		50					
	VIC – TeST Centre or vice versa VIC – TeST Centre or vice versa		60					
3	Round trip							
	VIC – TeST Centre - VIC	08:00-18:00	20					
	VIC – TeST Centre - VIC	08:00-18:00	25					
	VIC - TeST Centre - VIC	08:00-18:00	30					
	VIC - TeST Centre - VIC	08:00-18:00	38					
	VIC – TeST Centre - VIC	08:00-18:00	50					
	VIC – TeST Centre - VIC	08:00-18:00	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 Hofburg Palace – VIC or vice versa		50 60					
5	Round trip		60					
	Hofburg Palace – VIC – Hofburg Palace	10:00- 12:30	20			-		
	Hofburg Palace – VIC – Hofburg Palace	10:00- 12:30	25			-		
	Hofburg Palace – VIC – Hofburg Palace	10:00- 12:30	30					
	Hofburg Palace – VIC – Hofburg Palace	10:00- 12:30	38					
	Hofburg Palace – VIC – Hofburg Palace	10:00- 12:30	50					
	Hofburg Palace – VIC – Hofburg Palace	10:00- 12:30	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	10.00 ****	1 2					
	Hofburg Palace -TeST Centre - Hofburg Palace	10:00-15:30	20					
	Hofburg Palace –TeST Centre – Hofburg Palace Hofburg Palace –TeST Centre – Hofburg Palace	10:00-15:30 10:00-15:30	25 30					
		10:00-15:30	38					
	Hofburg Palace – TeST Centre – Hofburg Palace Hofburg Palace – TeST Centre – Hofburg Palace	10:00-15:30	50					
	Hofburg Palace – TeST Centre – Hofburg Palace	10:00-15:30	60					
8	Round trip	10.00-15.50	00					
	VIC – TeST Centre – Tritolwerk, Wiener Neustadt –TeST		1 . 1					
	Centre - VIC	08:00 - 18:00	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			-		
12	Vienna Airport – TeST Centre or vice versa		20		-	+		
12	One way trip Vienna Airport – Lest, Slovakia or vice versa		50		1	+		
	v icinia Airport – Lest, Siovakia or vice Versa		30		1			

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.

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

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

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

- 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.



MODEL CONTRACT

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, 10 (ten) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

May 2025

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MODEL CONTRACT

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.

"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, as and when required by the Commission.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT, COMMENEMENT AND COMPLATION OF THE SERVICES

- (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 (3) times for a one (1) year period each, subject to 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 relevant Call-off Period. 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 and C.

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

5. FORMAL REQUESTS FOR DELIVERY

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of Services through the issuance of individual FRD in accordance with Section 4 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 B and/or 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 Annexes B and/or 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, which may include the Service/s in question. Such Services, which may be purchased through FRDs and which do not form part of Annexes B and/or 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.

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 the Contractor, in consideration of the full and proper performance of its obligations under the Contract the firm fixed unit prices in Annex C for each respective Call-off Period and as may be also approved in a FRD (for items added by reference in accordance with Clauses 5(g)-(h) above) (hereinafter referred to as the "Prices"), and shall exclude any applicable Taxes, fees, duties and charges owed by the Contractor in respect to the Services at the conclusion or implementation of this Contract.
- (b) The Prices shall be held firm and fixed for the entire duration of the Contract.
- (c) The 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) [SELECT THE APPLICABLE OPTION AT THE TIME OF AWARD]

[INDICATE APPLICABLE TAX]. 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 Clause 13.2 (d) below.

OR

No Taxes are applicable under this Contract.

13. PAYMENT TERMS

- 13.1 For each FRD the Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, the relevant Prices. 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 FRD amount:
 - (b) Any other documentation that might be required under the applicable FRD;

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

(c) Documentation referred to in sub-Clause 13.2(d) below supporting any Taxes paid, if applicable.

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.

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

(d) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the 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 and the FRD 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:

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 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 payments 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 au Vienna, Austria:	athorized representatives of the Parties have executed this Contract in
For and on behalf of the PRI NUCLEAR-TEST-BAN TREAT	EPARATORY COMMISSION FOR THE COMPREHENSIVE TY ORGANIZATION:
[Name and position]	
Date:	Place: <u>Vienna, Austria</u> .
For and on behalf of [THE CON]	ΓRACTOR]:
[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

ANNEX B

TERMS OF REFERENCE

GROUND TRANSPORTATION (PASSENGER) SERVICES ON CALL-OFF BASIS

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(s) 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 Terms of Reference. Additional transportation services, not indicated in these Terms of Reference, 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 Contractor, if the Commission so wishes.

The Contractor shall provide the Services in accordance with the requirements of the Terms of Reference 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 Contractor 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 Contractor will have 2-3 seats available for additional passengers not included in the original FRD in case of need.
- d. The Contractor 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.

- i. 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 Terms of Reference. 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 Contractor shall provide the Services based on the unit prices agreed to in the Contract. The Contractor 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 Contractor shall inform the Commission immediately in writing.

3. QUALIFICATION REQUIREMENTS

Experience

The Contractor 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 Contractor 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 Contractor 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 Contractor on the required Services preferably 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.
- 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 Contractor 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 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 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 Terms of Reference 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 Terms of Reference 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