

## INVITATION TO BID

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THIS IS NOT AN ORDER

**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2024-0050/Thorvaldsdottir  
(PLEASE QUOTE ON ALL COMMUNICATIONS)



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

**Attn.:**

Phone:  
Fax:  
Email:

**Date:** 18 Mar 24

**Title of Request:** Call Off Contract for Ground Transportation

**Deadline for Submission:** 05 April24

**Vienna Local Time:** 17:00

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

<b>Item</b>	<b>Description and Requirements</b>	<b>Quantity</b>	<b>U/M</b>
1	Call Off Contract -Ground Transportation In accordance with Annex B Terms of Reference	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,



O-i-C, on behalf of:  
Sally Alvarez de Schreiner  
Chief, Procurement Services Section

**ACKNOWLEDGEMENT FORM**

<b>Solicitation No:</b> 2024-0050	<b>Closing Date:</b> 05 Apr 24
<b>Title:</b> Call Off Contract for Ground Transportation	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Thorvaldsdottir

**CTBTO Req. No.:** 0010024101

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 BIDS

### 1. General

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

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

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

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

The Bid shall meet all requirements stated in these Instructions and the Terms of Reference. Bidders are required to prepare their bids based on the "Draft Transport Schedule" (Attachment 1 to the ToR) and the "Sample of Transport Itineraries" (Attachment 2 to the ToR) by using Attachment A to these Instructions. The bid shall be categorized or catalogued, based on but not limited to, the following examples of cost components which may affect the prices offered:

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

## 2. Evaluation

Attachment A (Example of Itineraries) to these Instructions contains a table with examples of itineraries required by the Commission which are also detailed in Attachments 1 and 2 of the Terms of Reference.

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

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

- (a) The Call-Off Contract;
- (b) The Commission's General Conditions of Contract (Annex A to the Contract);
- (c) The Commission's Terms of Reference (Annex B to the Contract);
- (d) The respective FRD;
- (e) The Bidder's Offer (Annex C to the Contract).

## 2. Documents included in this Invitation to Bid (ITB)

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Bids, including the Bidder's Statement and its Attachment:
  - Attachment A Example of Itineraries
  - Attachment B Procedure for Submission of Sealed Bids
  - Attachment C Price Format
- (c) The Commission's Draft Model Call-Off Contract
- (d) The Commission's General Conditions of Contracts (Annex A)
- (e) The Commission's Terms of Reference (Annex B), including their Attachments:
  - Attachment No. 1 Draft Transport Schedule
  - Attachment No. 2 Sample of Transport Itineraries
- (f) List of CTBT State Signatories, a list of which is found at [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#).
- (e) Vendor Profile Form
- (g) Statement of Confirmation

## 3. Amendment of the ITB Documents

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

**4. Language of the Bid**

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

**5. Format and Submission of the Bid**

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

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

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

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

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

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)  
Subject: Request for Clarifications re ITB No. 2024-0050/THORVALDSDOTTIR

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

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

**7. Eligible Goods and Services**

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

## **8. Type of Contract and Payment**

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

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

- (1) Invoice(s) showing price of the Services rendered under the respective FRD issued to the Contractor. The Contractor shall submit an electronically, from the Contractor's official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission's email address specified in the Contract, [Payable\\_Invoices@ctbto.org](mailto:Payable_Invoices@ctbto.org). Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer;
- (2) Acknowledgement Copy of the respective FRD with the Contractor's signature;
- (3) The Contractor's certificate, counter-signed by the Consignee/end-user, confirming the successful completion of the Services under the respective FRD; and
- (4) Any other relevant documents.

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

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

## **9. Content of the Bid**

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

The Bid shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

## **PART I: TECHNICAL BID**

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

No pricing/financial information shall be included in the Technical Section of the Bid. The financial information shall include the table indicated in Section 2 of these ITB, *Example of Prices*.

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

### **1. Personnel**

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

### **2. Documents Establishing the Eligibility and Qualifications of the Bidder**

- (a) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited to the following:
  - (i) 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: This section shall provide details regarding the experience of the organization and a list of the projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB.
- (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 that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. Curriculum Vitae (CVs) should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.
- (d) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term.

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

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

### 4. Specifications

The Bid shall include a detailed description of the Services proposed and include relevant technical literature as and if applicable.

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

### 5. Sub-Contractors

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

### 6. References

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

### 7. Model Call-Off Contract

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

## PART II: FINANCIAL BID

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



- (c) In presenting the cost for each item, adequate justification and calculation must be included in the cost. All individual costs shall be stated in EURO or US Dollars.
- (d) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation.
  - (1) *For Austrian companies*

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the Services shall be quoted separately or be separately identified on the Bid together with information on the nature of the tax and its method of calculation.
  - (2) *For European Union (EU) Companies*

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

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the Services shall be quoted separately or be separately identified on the Bid together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at source, applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.
- (e) Note that clear and detailed explanations would enable us to evaluate the Bid promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

## **8. Completeness and Correctness of the Bid**

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

## **9. Evaluation of the Bid**

- (a) The technical evaluation shall include the following evaluation criteria:
  - (i) compliance with the technical specifications;
  - (ii) supplier's qualifications;

(iii) delivery schedule.

(b) The Financial Bid of bidders passing the technical evaluation shall be evaluated as follows:

- (i) contractual compliance;
- (ii) commercial acceptability.

(c) The Commission, based on the evaluation method given above, will determine the Bid which is the “*least costly technically acceptable Bid*”. Bidders are expected to comply with all the provisions of the Commission’s General Conditions of Contract. Any deviation to these provisions may be a factor in the Commission’s award decision.

(d) To assist in the examination, evaluation and comparison of bids, the Commission may, at its discretion, request any Bidder to clarify its Bid. The Commission’s request for clarification and the Bidder’s response shall be in writing.

### **13. Correction of Errors**

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

### **14. Validity of the Bid**

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

### **15. Negotiations of the Bid and Award**

The Commission reserves the right to request clarifications on the Bid and to enter into negotiations regarding technical or commercial aspects of the Bid before awarding the Contract under this ITB. If and when the Bid, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the bidder in writing.

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

### **16. Modification and Withdrawal of Bid**

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

### **17. The Commission’s Right to Reject the Bid**

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

**18. Costs of preparation and submission of the Bid**

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

**19. Proprietary Information**

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

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

A Bidder must 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 BID**

Delivery Time:

Shipping weight (kg) and Volume (m<sup>3</sup>) – if applicable:

List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):  
 For one year period     For a period of .....

Warranty period applicable (it shall be for a **minimum of 24 months**, starting from the acceptance of the goods/services by the Commission) – please tick below:  
 For a two year period     For a period of .....

Availability of local service in Vienna, Austria (if any/if applicable):

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.  
 Included in this Bid : **Yes**                          **No**   

Confirmation that the bidder has reviewed the Commission's General Conditions of Contract and the Commission's Model Draft Call-Off Contract and agreed to all terms and conditions.  
**Yes**                          **No**      
**Remarks:**

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States).  
 Yes                          No                          Not applicable      
**Remarks:**

**Name:**  
**Name & Title of Contact Person:**  
**Signature & date:**

**ATTACHMENT A****EXAMPLE OF ITINERARIES**

<b>PICKUP TO FINAL DESTINATION</b>	<b>SERVICE HOURS (PICK-UP AND RETURN)</b>	<b># of Service Days</b>	<b>NUMBER OF PAX</b>
VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	0800 & 1745	5	30-38
VIC – TeST Centre - VIC	0800 & 1745	3	50
VIC – TeST Centre - VIC	0800 & 1745		20
Hofburg Palace – VIC – Hofburg Palace	1000 - 1230	3	50
Hofburg Palace –TeST Centre – Hofburg Palace	1000 – 1230 and 1330 - 1530	3	50
VIC – TeST Centre – Tritolwerk, Wiener Neustadt – TeST Centre - VIC	0800 & 1745	5	35
Vienna Airport – ARCOTEL, Donauzentrum Vienna Airport	1 departure every 3 hours	1	15
Vienna Airport – Lest, Slovakia	1 departure every 2 hours	1	50
VIC – TeST Centre - VIC	0800 & 1800	10	25
VIC – TeST Centre - VIC	1200 & 1700	2	30-38

## Attachment B

### “Procedure for Submission of Electronic Offers in 2 Sealed Files”

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

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

#### **CRITICAL INFORMATION:**

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

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

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

Should you have any questions, please send an email to [procurement@ctbto.org](mailto: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](http://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.

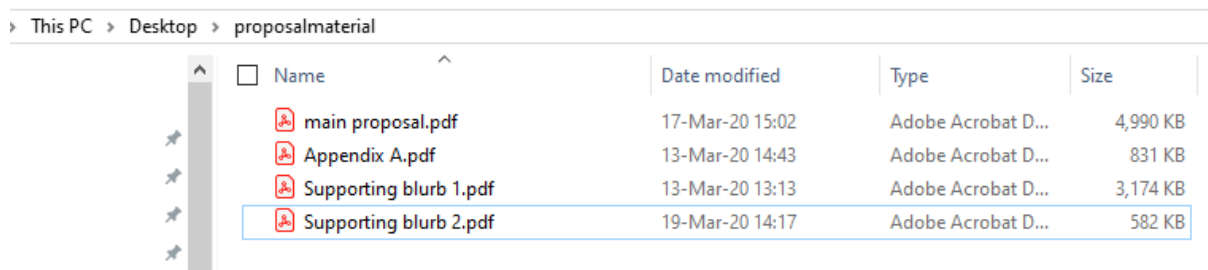


Figure 1 An example set of files to be submitted

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.***

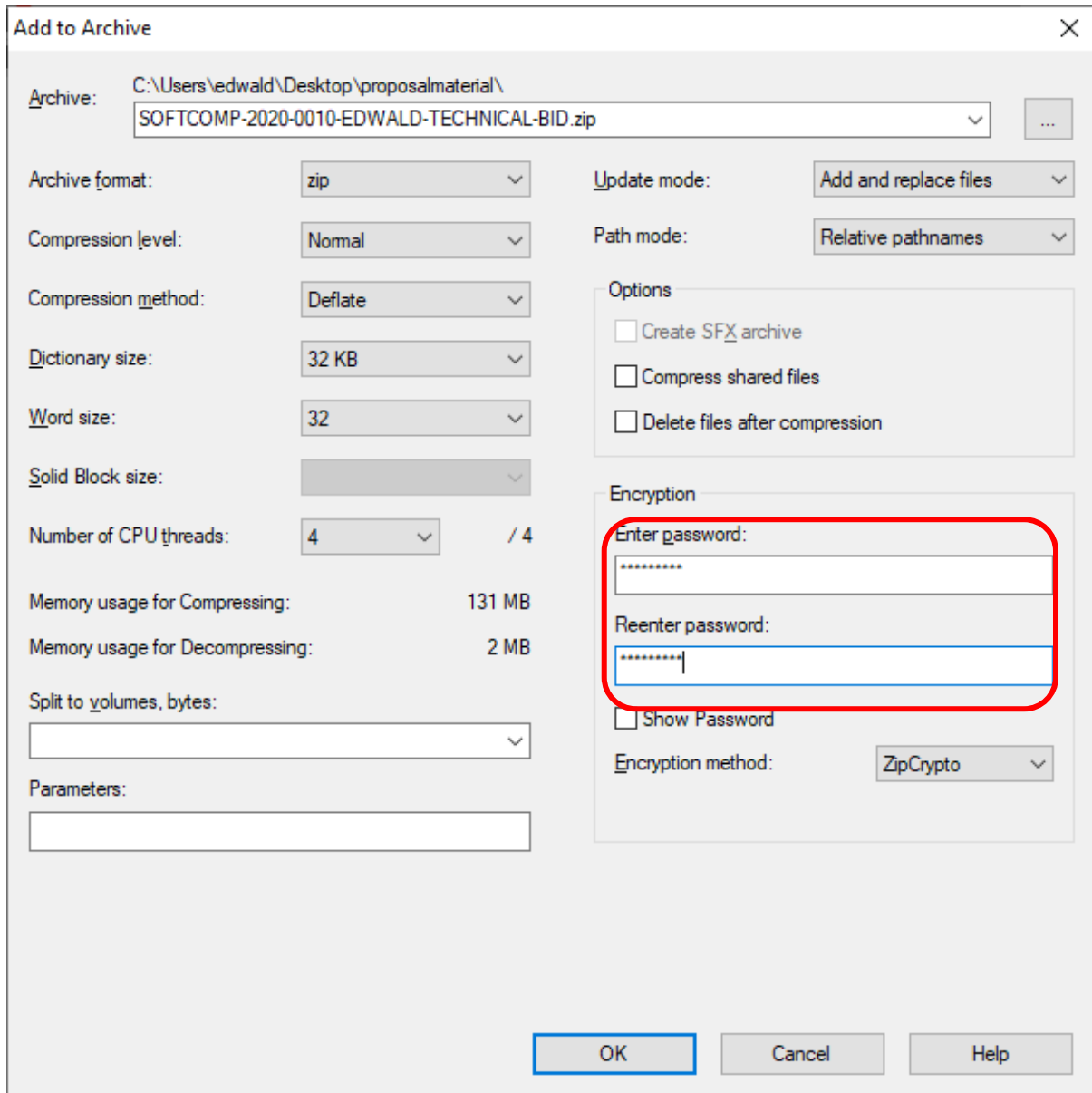


Figure 2 Creating an Archive

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.)

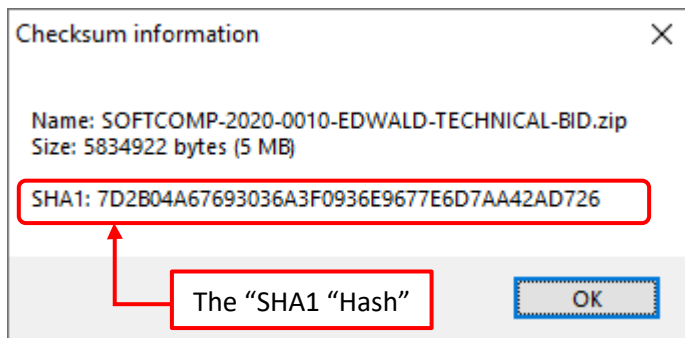


Figure 3 SHA1

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](mailto: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](mailto:bid_keys@ctbto.org)

**IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Offer to the [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org) mailbox when sending your Technical and Financial Offer to the [sealed\\_bids@ctbto.org](mailto: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](mailto: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](mailto: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)**

Ground Transportation (Passenger) Services on a Call-Off Basis									
Item	Description				Initial period 2 years		1st optional extension (1 year)	2nd optional extension (1 year)	3rd optional extension (1 year)
					Year 1 Unit price	Year 2 Unit price	Unit price	Unit price	Unit price
		Section in Attachment 2 of ToR	Unit	QTY					
1	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC		1	Return Trip	1				
2	VIC – TeST Centre - VIC		2	Return Trip	1				
3	VIC – TeST Centre - VIC		3	Return Trip	1				
4	Hofburg Palace – VIC – Hofburg Palace		4	Return Trip	1				
5	Hofburg Palace –TeST Centre – Hofburg Palace		5	Return Trip	1				
6	VIC – TeST Centre – Tritolwerk, Wiener Neustadt –TeST Centre - VIC		6	Return Trip	1				
7	Vienna Airport – ARCOTEL, Donauzentrum - Vienna Airport		7	Return Trip	1				
8	Vienna Airport – Lest, Slovakia - Vienna Airport		8	Return Trip	1				
9	VIC – TeST Centre - VIC		9	Return Trip	1				
10	VIC – TeST Centre - VIC		10	Return Trip	1				

**Notes:**

- 1) Please complete all applicable columns, even if the rates remain unchanged throughout the entire term of the Contract.
- 2) Please specify currency (USD or Euro only). The rates 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.

## General Conditions of Contract

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### 1. DEFINITIONS

- (a) In these general conditions of contract the terms beginning with a capital letter shall have the meaning as defined in the Contract.
- (b) “Services” means all services to be rendered under the Contract.
- (c) “Goods” shall mean all goods, equipment, materials and/or other supplies to be provided under the Contract.
- (d) “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.

### 2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor, nor their personnel shall be considered to be an employee or an agent of the Commission.

### 3. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Commission.

### 4. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval and clearance of the Commission for such subcontractor(s). The Commission’s approval of a subcontractor shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

### 5. SOURCE OF INSTRUCTIONS

- (a) The Contractor shall neither seek nor accept instructions from any authority external to the Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.
- (b) While present at the Commission’s premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission’s officials and the United Nations Security Staff.

### 6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs and conform to a high standard of moral and ethical conduct.

### 7. ASSIGNMENT OF PERSONNEL

- (a) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Commission or unless requested by the Commission.
- (b) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Commission for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Services.
- (c) In the event of withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor’s personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of the Contract.

## 8. CONFLICT OF INTEREST

No employee, officer, adviser, agent and/or subcontractor of the Contractor assigned to perform Services under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services or Goods to be provided under the Contract if this constitutes a conflict of interest.

## 9. INSURANCES

- (a) The Contractor shall provide and thereafter maintain appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract.
- (b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from any operations carried out by the Contractor in performing its obligations in connection with the Contract or from operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors.
- (d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
  - (i) Name the Commission as additional beneficiary;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Commission.
- (e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.
- (f) Any amounts not insured, not recovered from or not claimed by the insurer shall be borne by the Contractor.
- (g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.
- (h) The Contractor undertakes that provisions to the same effect as the provisions in sub-clauses (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

## 10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Commission against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

## 11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the

performance of its obligations under the terms of the Contract.

- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

## 12. CONFIDENTIALITY

- (a) All technical, financial or other documentation and data the Contractor compiled for or received from the Commission under the Contract shall be treated as confidential and shall be delivered only to the Commission's authorized officials on completion of the Services or as requested by the Commission.
- (b) Either Party acknowledges that all knowledge and information concerning the other Party that may be acquired in connection with the performance of its obligations under the Contract, including but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information of the other Party in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person and/or entity without the prior written consent of the other Party.
- (c) The Contractor shall not, at any time, use such confidential information to its own advantage.
- (d) The restrictions on confidentiality shall not apply to the information which:
  - (i) presently is in the public domain;
  - (ii) hereafter becomes part of the public domain without the other Party's fault;
  - (iii) was in the possession of the other Party at the time of the disclosure, as shown by written evidence;
  - (iv) is disclosed to the other Party at any time hereafter by a third Party.
  - (v) is required to be disclosed to governing bodies, or to governmental authorities to the extent required by law or to obtain needed authorization to perform the Contract or pursuant to reporting requirements imposed by those governing bodies or the government of the State of the Contractor.
- (e) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract by the Commission.

## 13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all written communications to the Commission with respect to the Services or Goods to be provided and all documents procured or prepared by the Contractor. The Contractor shall use metric units, except when otherwise specified in the Contract.

## 14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the

Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.

- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

**15. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES**

- (a) The Contractor warrants that:
  - (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
  - (ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.
- (b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

**16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor’s expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for

infringement of intellectual property rights of third parties due to the execution of the Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organization from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not, without the Contractor’s consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor’s position.

**17. DEFAULT BY THE CONTRACTOR**

- (a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s), hold the Contractor in default under the Contract.
- (b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor’s expense, of that part or those parts of the Contract with respect to which the Contractor is in default.
- (c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

**18. WITHHOLDING OF PAYMENT**

- (a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
  - (i) The Contractor’s failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
  - (ii) The Contractor’s failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;
  - (iii) The Contractor’s failure to submit on time the reports required.
- (b) The withholding by the Commission of any interim payment shall not affect the Contractor’s obligation to continue performance of his obligations under the Contract.
- (c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

## 19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

## 20. FORCE MAJEURE

- (a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.
- (b) As soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- (c) In this event, the following provisions shall apply:
  - (i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;
  - (ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;
  - (iii) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;
  - (iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

## 21. INSOLVENCY AND BANKRUPTCY

Should the Contractor be insolvent, adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the Commission may, without prejudice to any other right or remedy it may have under the terms of the Contract, terminate the Contract

forthwith by giving the Contractor written notice of such termination.

## 22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

## 23. AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. If the parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the parties, within a time period of ninety (90) days. There shall be one conciliator. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

## 24. ARBITRATION

- (a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (Amicable Settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.
- (b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

## 25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Commission and its employees.

**25(a). TAX EXEMPTION**

In principle, the Commission is exempt from all Taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the Contractor shall collaborate with the Commission to achieve Tax exemption at source or to pursue reimbursement of Taxes paid by the Commission, as the case may be.

**26. TERMINATION**

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactory accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission's notice of termination.

**27. GOODS**

In the event that the Contract requires the Contractor to supply Goods, Clauses 28-35 shall apply in addition to the above.

**28. WARRANTY**

- (a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.
- (b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Contractor has granted a longer period. Should the Commission transfer the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title-holder.
- (c) If, during the warranty period mentioned in sub-clause (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

**29. INSPECTIONS AND TESTS**

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.
- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.
- (e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

**30. PACKING**

The Contractor shall comply or ensure compliance with the following provisions concerning packing:

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m<sup>3</sup>, D Kg.) and shall be marked as follows:



EQUIPMENT FOR  
THE PREPARATORY COMMISSION FOR THE  
COMPREHENSIVE NUCLEAR-TEST-BAN  
TREATY ORGANIZATION.  
[point of delivery]

PURCHASE NO. \_\_\_\_\_  
GROSS WEIGHT \_\_\_\_\_  
NET WEIGHT \_\_\_\_\_

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.
- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
  - ◆ purchase order/Contract number;
  - ◆ waybill number or equivalent reference number of the shipment (if any);
  - ◆ number of boxes/cartons/crates/etc.;
  - ◆ estimated time of departure (ETD);
  - ◆ point of departure and name of freight carrier;
  - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
  - ◆ airway bill;
  - ◆ proforma or commercial invoice;
  - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

### 31. DELIVERY AND TRANSPORTATION

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.
- (b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

### 32. TAKE-OVER/HAND-OVER

Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Contract, responsibility for the Goods will be handed over to the consignee or other designated entity.

### 33. EXPORT LICENCES

If an export licence or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorization. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may declare the Contract null and void.

### 34. SPARE PARTS

In accordance with the Contract, the Contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the Contractor:

- (a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;
- (b) In the event of termination of production of the spare after delivery of the Goods:
  - (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
  - (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

### 35. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

Questions concerning matters arising under the Contract, but not settled in it, shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to the Contract. The applicable language version of the Convention shall be the version in which the Contract is written.

### 36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights<sup>1</sup> and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct<sup>2</sup>.
- (c) to take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) certify that they have not and will not engage in harassment or sexual harassment, proscribed practices or any further practice described in Clauses 37, 38, 39, 40

<sup>1</sup> UN Guiding Principles on Business and Human Rights, available at [https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf).

<sup>2</sup> Available at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

and 41, during the procurement process and the performance of the Contract.

### 37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

- (a) The Commission is committed to providing a professional work environment that upholds the highest standards of equality, respect and dignity for all. In this regard, and without limitation to any other provision contained herein:
- (i) The Contractor shall adhere to zero tolerance for harassment and therefore accepts and agrees to refrain from any conduct which could, in the view of the Commission, meet the definition of harassment and/or sexual harassment. For the avoidance of doubt, “harassment” shall be understood as any improper or unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. “Sexual harassment” shall be understood as harassment of a sexual nature, and the above definition of harassment applies equally to sexual harassment. Sexual harassment may occur between persons of opposite sex or of the same sex.
  - (ii) The Contractor shall take all reasonable and appropriate measures to prevent and deter harassment and sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services.
  - (iii) The Contractor shall promptly report to the Commission any actual, reported or suspected cases of harassment, sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services of which the Contractor becomes aware. Such reports to the Commission may be on a no name basis, if necessary.
  - (iv) In addition to notifying the Commission pursuant to sub-clause (iii) above, on becoming aware of any allegation of harassment, sexual harassment or abuse of anyone, the Contractor shall take all reasonable and appropriate measures to address the matter, including engaging in good faith consultations with the Commission, while ensuring minimum impact and/or disruption of the Services.
- (b) The Contractor acknowledges and agrees that any breach of the provisions of this Clause 37, as determined by the Commission, shall permit the Commission, at its sole discretion, to:
- (i) Request the Contractor to remove, temporarily or permanently, from the relevant assignment, any Contractor’s personnel reported for having committed harassment, sexual harassment or abuse of anyone.
  - (ii) Terminate the Contract, and/or any other agreement, arrangement or partnership concluded by the Commission with the Contractor, immediately upon

written notice to the Contractor, without any liability for termination charges or any other liability of any kind, on the terms and conditions as are provided for in Clause 26 (Termination) above; and/or

- (iii) Exclude the Contractor from participating in any ongoing or future solicitations, and/or entering into any future contractual or collaborative relationships with the Commission and/or suspend the Contractor from the Commissions supplier roster.
- (c) The Commission shall be entitled to report any breach of the provisions of this Clause 37, as determined by the Commission, to the Commission’s governing bodies, other UN agencies and/or donors.

### 38. PROSCRIBED PRACTICES

The Commission requires that the Contractor and its personnel certify that they have not and will not engage in proscribed practices and proscribed conduct during the procurement process and the performance of the Contract. The Commission defines Proscribed Practices as follows:

**Fraudulent practice:** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**Corrupt practice** is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

**Coercive practice** is the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party in order to influence the actions of that party;

**Collusive practice** is the proposing or entering into an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

**Unethical practice** is conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with the Commission;

**Obstructive practice** is any act which deliberately and in an effort to compromise an investigation, destroys, falsifies, alters or conceals information or documents that may be relevant to a fraud and corruption investigation, or material that could become evidence as a result of such investigation; or the making of false statements to investigators during such an investigation.

### 39. CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s 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.

#### 40. MINES

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### 41. TERRORISM

The Contractor shall ensure that none of the funds received from the Commission under the Contract are used, directly or indirectly, to provide support to individuals or entities subject to sanctions or other measures promulgated by the United Nations Security Council and appearing in the Consolidated United Nations Security Council Sanctions List. This provision shall be included in all subcontracts or sub-agreements entered into under the Contract.

#### 42. FULL DISCLOSURE

- (a) The Contractor will immediately notify the Commission upon becoming aware of any Proscribed Practices or other prohibited practices or conduct or suspicion thereof, as per Clauses 37-41, by itself or its personnel during the procurement process or the performance of the Contract. The Contractor will take all appropriate measures to prohibit and prevent its personnel from engaging in Proscribed Practices or any other prohibited conduct, as well as to investigate allegations thereof, or to take corrective action when such a Proscribed Practice or any other prohibited conduct has occurred.
- (b) The Contractor further warrants that it is not the subject of any sanctions, or otherwise identified as ineligible by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution. The Contractor will disclose to the Commission if it becomes subject to any sanction or temporary suspension during the term of the Contract. The Contractor recognizes that a breach of this provision constitutes a fraudulent practice.

#### 43. DATA PROTECTION

- (a) **Use of the Commission's data:** Use (including accessing, processing, retention, storage) of the Commission's data is limited to the purposes contained in the Contract and such use will be limited to Contractor's personnel on a "need to know" basis. Use of the Commission's data for internal research, marketing, sales, or promotional purposes is strictly prohibited. Subject to Clause 12 (Confidentiality), the

Contractor will treat the Commission's data as confidential and may neither disclose it nor make it available to any third-party except with the prior written authorization of the Commission.

- (b) **Compliance:** The Contractor confirms that it has a data protection policy in place that meets applicable legal requirements and that it will apply such a policy to the Commission's data, without prejudice to the privileges and immunities of the Commission. The Contractor will implement technical and organisational measures to ensure appropriate protection of the Commission's data, in conformity with the abovementioned requirements and internationally recognised standards and best practices. In addition, the Contractor will:
- (i) at its sole expense and risk, return, delete, or destroy all the Commission's data, including data backups, upon written instruction of the Commission. The Commission will provide a reasonable period of time and take into account the Contractor's legitimate interests, as well as the termination or expiration date of the Contract;
  - (ii) process, retain or store the Commission's data exclusively in countries that are signatories to the Comprehensive Nuclear-Test-Ban Treaty and that ensure adequate legal protection of the Commission's privileges and immunities; and
  - (iii) be liable for any resulting damages or penalties for its failure to comply with its obligations.
- (c) **Data security:** Upon discovery of a data security breach, the Contractor will immediately notify the Commission and undertake at its sole expense to:
- (i) propose immediate remedial actions (including containment);
  - (ii) implement, as directed by the Commission, all necessary damage mitigation and remedial actions;
  - (iii) where applicable, as directed by the Commission, restore the Commission's and end-users' access; and
  - (iv) keep the Commission informed of its progress.
- (d) The Contractor, at its sole expense, will cooperate fully with any Commission investigation, remediation steps and response to a data security breach.

#### 44. ESSENTIAL TERMS

The Contractor acknowledges and agrees that each of the provisions in Clauses 36 to 43 above constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the Commission to terminate the Contract or any other contract the Contractor has with the Commission, immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Furthermore, the Commission is entitled to exclude the Contractor from participating in future tenders should the Contractor breach any of the provisions included in Clauses 36 to 43.

**CONTRACT NO. 2024-XXXX**

**SAP No. 52000xxxx**

**between**

**THE PREPARATORY COMMISSION**

**FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY**

**ORGANIZATION**

**and**

**NAME OF CONTRACTOR**

**for**

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

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

March 2024

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## CALL- OFF CONTRACT NO. 2024-XXXX

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 (Passenger) Services on a call-off basis, (hereinafter referred to as the "Services"), as and when required by the Commission.

## **3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT**

- (a) The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties (hereinafter referred to as the **“Effective Date”**) and shall be valid until the Parties fulfill all their obligations hereunder.
- (b) The Commission shall have the right to call-off the Work in the form of FRD within a period of 2 (two) years from the Effective Date (hereinafter referred to as the **“Call-off Period”**). The commencement and completion date for the performance of the Work (hereinafter referred to as **“Commencement Date”** and **“Completion Date”**, respectively) will be set out in the respective FRD. This sub-Clause (b) shall also apply to any extension exercised under sub-Clause (c) below.
- (c) The Commission shall have the option to extend the Call-off Period three times for a one (1) year period each extension, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the Contract. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

## **4. RESPONSIBILITIES OF THE CONTRACTOR**

- (a) The Contractor shall perform the Services as specified in Annex B.

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

**5. FORMAL REQUESTS FOR DELIVERY**

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of Services through the issuance of individual FRD in accordance with section 1 of Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Work if not requested by the Commission through FRD. However, the Contractor may propose FRD for Commission's evaluation.
- (b) The FRD issued by the Commission shall be the basis for acceptance, invoicing and payment of any Services performed by the Contractor.
- (c) The performance of Services shall be made in full in accordance with the respective FRD. Partial service performance of FRD will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The Services shall be performed at the place and within the approved Work Plan specified in the relevant FRD.
- (e) The Commission may revise FRD as and when it may deem necessary.
- (f) The Commission makes no commitment under the Contract to call-off any specific quantities of the Services specified in Annex B.
- (g) The Commission may, from time-to-time, need to purchase accessories or essential items that do not form part of the list of Goods 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 seven (7) days of 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 purchased through FRDs and which do not form part of Annex C, shall henceforth be incorporated by reference into the list of prices in Annex C (hereinafter referred to as the "List of Prices"). The prices for such above mentioned 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.
- (i) The Commission shall, every two (2) years, prepare a list of items "incorporated by reference" added through FRDs and a copy thereof shall be submitted to the Contractor for its own records.
- (j) In the event of any inconsistencies between the List of Prices and the FRD issued, the relevant FRD shall prevail.



**6. STANDARD OF WORK**

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

**7. INSURANCE**

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

**8. WARRANTY**

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

**9. PERMITS, NOTICES, LAWS AND ORDINANCES**

**9.1** The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the 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 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 Work.

**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 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, in consideration of the full and proper performance of its obligations under the Contract, as follows:

(i) for each FRD issued during the firm Call-off Period specified in sub-Clause 3 (b) above, the firm fixed labor rates/fees set out in Annex C;

(ii) subject to sub-Clause 12 (b) below, for each FRD issued during the first optional extension of the Call-off Period specified in sub-Clause 3 (c) above, the firm fixed labor rates/fees set out in Annex C;

(iii) subject to Clause 12 (b) below, for each FRD issued during the second optional extension of the Call-off Period specified in sub-Clause 3 (c) above, the firm fixed labor rates/fees set out in Annex C;

(iv) subject to Clause 12 (b) below, for each FRD issued during the third optional extension of the Call-off Period specified in sub-Clause 3 (c) above, the firm fixed labor rates/fees set out in Annex C;

(v) if applicable, Other Costs pursuant to Annex C;

- (b) The unit prices set out in Annex C shall be held fixed for the entire duration of the Contract.
- (c) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).
- (d) Taxes are applicable under this Contract. The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per sub-Clause 13.2(d) below.

### **13. PAYMENT TERMS**

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

- (a) Original invoice submitted in accordance with sub-Clause 13.2(c) below reflecting the actual costs;
- (b) Documentation referred to in sub-Clause 13.2 (d) below supporting any Taxes paid; and
- (c) Any other documentation that might be required under the applicable FRD.

#### **13.2 General Payment Provisions**

- (a) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the original invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (b) The making of any payment hereunder by the Commission shall not be construed as 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 shall constitute integral parts of this Contract and shall be of full force and effect.

**18. DISCREPANCIES**

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

- (d) this document;
- (ii) the Commission’s General Conditions of Contract (Annex A);
- (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](mailto:procurement@ctbto.org)*

For invoices:

*Accounts Payable*

*CTBTO Financial Services Section*

*Vienna International Centre*

*Wagramerstrasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

*Tel: + (43 1) 26030 6292*

*E-Mail: [Payable\\_Invoices@ctbto.org](mailto:Payable_Invoices@ctbto.org)*

For related enquiries:

[Payments@ctbto.org](mailto:Payments@ctbto.org)

(b) The Contractor:

*Name:*

*Address:*

*Tel:*

*Email:*

## 23. EFFECTIVENESS

**23.1** Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:

- (i) if delivered in person, at the time of delivery;
- (ii) if by registered mail or courier, when received;
- (iii) if by electronic communication, when retrievable by the Commission in document form.

**23.2** A communication given under sub-Clause 23.1 above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

**SIGNATORIES PAGE**

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

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

---

Date: \_\_\_\_\_

Place: \_\_\_\_\_

For and on behalf of .....

---

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**

**CALL-OFF CONTRACT FOR**

**GROUND TRANSPORTATION (PASSENGER) SERVICES**

**1. BACKGROUND**

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) is the international organization mandated to establish the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosions. The Treaty provides for a global verification regime, including a network of 321 stations worldwide, a communication system, an international data centre and on-site inspections (OSIs) to monitor compliance with the Treaty.

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 (VIC), Wagramerstrasse 5, 1400 Vienna), and its Technical Support and Training Centre (“ESMF” or “TeST Centre”) in Seibersdorf (Forschungszentrum, 2444 Seibersdorf, Austria). Occasionally, the Commission will/may require the Services to/from other locations within Austria and/or the neighboring countries within the EU as applicable (hereinafter referred to as the “Additional Services”).

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

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.

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

## 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  
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 2024 is attached as Attachment 1 to these ToR. This draft schedule shall serve as an indicative 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 Attachment 2. This sample of transport itineraries shall serve as an indicative measure for the establishment of a categorized pricing scheme.

## 3. 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
- 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 Contractor's 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.

#### 4. PRICING UNITS

Attachment No. 1 to these ToR shows an example of the Commission's ground transportation schedule for a whole year as an indication of the overall requirements.

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

Attachment A with Instructions for Preparation and Submission of Bids (*Example of Prices*) indicates the most common requirements/examples of the Commission's itineraries. The bidders shall therefore submit their proposals, categorized based on these sample itineraries.

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

- a. Kilometers in total (distance), one-way/return
- b. Kilometers on highways that may include road tolls
- c. Kilometers in Austria or abroad
- d. Number of service days
- e. Temporal period of service (winter/summer)
- f. Size of the vehicle
- g. Service time (hours for the driver/coach, day/night etc.)



## ATTACHMENT 2

### SAMPLE OF TRANSPORT ITINERARIES

VIC =Vienna International Centre      TeST Centre = Technical Support and Training Centre, Seibersdorf

	PICKUP TO FINAL DESTINATION	SERVICE HOURS (PICK-UP AND RETURN)	# of Service Days	NUMBER OF PAX
1	VIC – ARCOTEL Donauzentrum – TeST Centre - VIC	0800 & 1745	5	30-38
2	VIC – TeST Centre - VIC	0800 & 1745	3	50
3	VIC – TeST Centre - VIC	0800 & 1745		20
4	Hofburg Palace – VIC – Hofburg Palace	1000 - 1230	3	50
5	Hofburg Palace –TeST Centre – Hofburg Palace	1000 – 1230 and 1330 - 1530	3	50
6	VIC – TeST Centre – Tritolwerk, Wiener Neustadt –TeST Centre - VIC	0800 & 1745	5	35
7	Vienna Airport – ARCOTEL, Donauzentrum -Vienna Airport	1 departure every 3 hours	1	15
8	Vienna Airport – Lest, Slovakia - Vienna Airport	1 departure every 2 hours	1	50
9	VIC – TeST Centre - VIC	0800 & 1800	10	25
10	VIC – TeST Centre - VIC	1200 & 1700	2	30-38

## 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).<sup>1</sup>
- 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.

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<sup>1</sup> 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.<sup>1</sup>

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Place (City and Country): \_\_\_\_\_

Date: \_\_\_\_\_

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<sup>1</sup> <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)**		
Organization:	Value in US\$ Equivalent:	Year:
Organization:	Value in US\$ Equivalent:	Year:
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.

