INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2020-0005/Rahman
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Date: 28 Jan 20

Attn.:

Phone: 
Fax: 
Email: 

Title of Request: Supply, Delivery, Installation and Support Services of RSA HW Replacement, SW Upgrade and HW and SW Maintenance

Deadline for Submission: 28 Feb 20

Vienna Local Time: 17:00

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description and Requirements</th>
<th>Quantity</th>
<th>U/M</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RSA SecurID Appliance 350 with AM 8.4</td>
<td>2</td>
<td>each</td>
</tr>
<tr>
<td>2</td>
<td>RSA Advanced HW Replacement (NBD) 5 yrs</td>
<td>2</td>
<td>each</td>
</tr>
<tr>
<td>3</td>
<td>RSA SecurID SID700</td>
<td>50</td>
<td>each</td>
</tr>
<tr>
<td>4</td>
<td>SW maint #RSA SecureCareEnhanced 5 yrs</td>
<td>1 Lot</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>On-site installation, config + testing</td>
<td>1 Lot</td>
<td></td>
</tr>
</tbody>
</table>

When preparing your bid, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by fax or 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,

Courtney Linley
Chief, Procurement Section
**ACKNOWLEDGEMENT FORM**

<table>
<thead>
<tr>
<th>Solicitation No:</th>
<th>2020-0005</th>
<th>Closing Date:</th>
<th>28 Feb 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Supply, Delivery, Installation and Support Services of RSA HW Replacement, SW Upgrade and HW and SW Maintenance</td>
<td>Vienna Local Time:</td>
<td>17:00</td>
</tr>
</tbody>
</table>

**Procurement Staff:** Fazal Rahman

CTBTO Req. No.: 0010015303

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

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**A: We shall submit our bid**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>____________________________</td>
</tr>
<tr>
<td>(date)</td>
<td>____________________________</td>
</tr>
<tr>
<td>Email/Tel:</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

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**B: We may submit and will advise**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>____________________________</td>
</tr>
<tr>
<td>(date)</td>
<td>____________________________</td>
</tr>
<tr>
<td>Email/Tel:</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

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**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) ____________________________

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Email/Tel:</td>
<td>____________________________</td>
</tr>
</tbody>
</table>
INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

1. General

This Invitation to Bid (ITB) is for the provision of “RSA Hardware Replacement, Software Upgrade and Maintenance” (hereinafter referred to as the “Goods” and/or “Services”) as described in the attached Terms of Reference, Annex C, (hereinafter referred to as the “TOR”).

The Bid shall meet all requirements stated in these Instructions and the Terms of Reference.

In case of an award, the following documents shall govern the Contract and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:
(a) The Contract (hereinafter referred to as the “Contract”)
(b) The Commission’s Model License Agreement (Annex A)
(c) The Commission’s General Conditions of Contract (Annex B)
(d) The Commission’s Terms of Reference (Annex C)
(e) The Bidder’s Offer (Bid) shall be included as Annex D to the Contract.

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

This ITB consists of the following documents:
(a) Invitation to Bid
(b) These Instructions for Preparation and Submission of Bids and its Attachment A (Technical Evaluation Matrix)
(c) Bidder’s Statement
(d) Price Schedule Form
(e) The Commission’s Model License Agreement
(f) The Commission’s General Conditions of Contract
(g) The Commission’s Terms of Reference
(h) List of CTBT Member States
(i) Statement of Confirmation
(j) Vendor Profile Form

3. Amendment of the ITB Documents

At any time prior to the closing date for the submission of Bids, 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 initialled by the authorized person(s) signing the Bid.

(a) The Bid shall be submitted electronically in three separate pdf files:

one containing a Financial Bid with prices,
one containing a Financial Bid without prices, and
one containing a Technical Bid,

to procurement@CTBTO.ORG

The subject of the email shall contain the following:
NAME OF THE PROJECT: [Description indicated in Letter of Invitation]
CTBTO REFERENCE No.: [Description indicated in Letter of Invitation]

No pricing/financial information shall be included in the Technical Section of the Bid.
Note however that a complete list of the items being offered (without the prices) shall be included in the Technical Section of the Bid.

Submission in hardcopy to the below mailing address, is also acceptable, and a memory stick containing the proposal, as described above, shall also be included.

6. Mailing Address and Closing Date

(a) The Bid may alternatively be sent to the following addressee:

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

(b) The Bid shall be received by the above-mentioned addressee not later than the closing date indicated in the Letter of Invitation.

7. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this ITB as soon as possible after receipt of the solicitation documents, but in any case no later than 10 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re ITB No. 2020-0005/Rahman

The Commission will make all reasonable efforts to issue the clarifications not later than 7 business days prior to the Closing Date. Except in the case of responding to an ITB clarification, no bidder shall contact the Commission on any matter relating to the Bid after its submission and until the award of the Contract. Any attempt to
influence the Commission in its evaluation of the Bid or the award decision may result in rejection of the Bid.

8. **Eligible Goods and Services**

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

9. **Type of Contract and Payment**

The Commission intends to conclude a firm fixed price based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 12 of the attached Model Contract.

10. **Content of the Bid**

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

The Bid shall be composed of the following separate parts:

I. **Technical Bid;** 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.

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.

Please note that it is the bidder’s responsibility alone to obtain work permits or visa or similar for the personnel proposed to implement this project. The Commission will make no effort nor accept any responsibility for obtaining work permits or visa or similar for the Contractor’s personnel.

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

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

   (a) That, in the case of a Bidder offering to supply Goods/Services under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the product’s manufacturer or producer to supply the Goods/Services in the country of final destination;
(b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract.

(ii) 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.

(iii) 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.

(iv) 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. Statement of Confirmation

The attached Statement of Confirmation shall be duly signed and submitted together with the Bid.

4. Specifications

The Bid shall include a detailed description of the items proposed and include relevant technical literature.

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. Manufacturer’s Part Number

The Bid shall include the Manufacturer’s Part Number for each Good/Service-Product (as applicable) required by the Commission under this ITB.

6. 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 your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT states signatories.

7. Insurance

Insurance to be included in the Bid must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the supplier and the Commission. You are requested to confirm that you will provide this insurance coverage.

8. Terms and Conditions

The last page of these instructions shall be completed and shall be included in the Bid.

9. Delivery Schedule

The delivery schedule and the period of the services are specified in the Commission’s Terms of Reference (Annex C to the Contract).
10. Model Contract
A statement that the bidder has carefully reviewed the Commission’s Model Contract and its Annexes and agreed to all its terms and conditions. Any deviations may be a factor in the award decision.

PART II: FINANCIAL BID

i. The Bid shall include the costs of the equipment/goods, packing and handling, insurance, transportation and freight, customs clearance (if applicable) and local in-house delivery to Commission’s premises at Vienna International Centre. The delivery terms shall be DAP (Delivered At Place; Incoterms 2010) door-to-door CTBTO, Vienna, Austria.

ii. The Bidder is required to prepare the Price Schedule using the Price Schedule Form attached to these Instructions for Preparation and Submission of Bids. 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 and be computed to constitute the total Contract Price.

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

(1) For Austrian companies
The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the Goods/Services shall be quoted separately or be separately identified on the 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 Goods/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 Goods/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.

i. 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 the Contract award.

11. 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.
12. Evaluation of the Bid

(a) The technical evaluation shall include the following evaluation criteria:
   (i) compliance of the items with the technical specifications as per Attachment A;
   (ii) supplier’s qualifications;
   (iii) delivery schedule

(b) Subject to the conformance of the Technical Bid to the technical specifications, the Financial Bid 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”.

(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

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.

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 their 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**

**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.
Price Schedule Form

The Bidder is required to prepare the Price Schedule using the form below. The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to total prices.

A. Cost Breakdown per Item:

<table>
<thead>
<tr>
<th>Lot</th>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price EUR/USD</th>
<th>Total Price EUR/USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Price in EUR/USD (DDP, excluding VAT)

VAT/GST/Sales Tax (If applicable)

Grand Total Price in EUR/USD (DDP, including VAT)
| **BIDDER'S STATEMENT**  
| **PLEASE FILL THIS FORM & SUBMIT WITH THE BID** |
| Delivery Time: |
| Shipping weight (kg) and Volume (m³) – 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): |
| 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 Model License Agreement, the Commission’s General Conditions of Contract and the Commission’s Terms of Reference 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:
MODEL CONTRACT

between

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

and

(INsert NAME OF THE CONTRACTOR)

for

the provision of services pertaining to

This Contract comprises this cover page, 12 (twelve) pages of text, including a table of contents and a signature page, and 4 (four) Annexes (A to D)

January 2020
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ANNEXES:
ANNEX A - The Commission’s License Agreement
ANNEX B - The Commission’s General Conditions of Contract
ANNEX C - The Commission’s Terms of Reference
ANNEX D - The Contractor's Bid
MODEL CONTRACT

This CONTRACT is entered into between the PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as the “Commission”), having its office located at Wagramer Strasse 5, 1400 Vienna, Austria, and [NAME OF THE CONTRACTOR] (hereinafter referred to as the “Contractor”), having its registered address located at [INSERT ADDRESS] (both hereinafter referred to as the ‘Party(ies)’).

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 License Agreement.

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

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

“Annex D” means the Contractor’s Proposal dated ….

“Contract” means this document, its Annexes and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 20 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.

“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.

“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.

2. AIM OF THE CONTRACT

The aim of this Contract is to provide RSA Hardware Replacement, Software Upgrade and Hardware and Software Maintenance (hereinafter referred to as the “Services” or “Work”), for the Commission.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

This 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 it shall remain in force until the Parties fulfill all their obligations hereunder.

4. COMMENCEMENT AND COMPLETION OF THE SERVICES

(a) The Contractor shall provide the goods and commence the Services related to the provision, installation, configuration, migration and acceptance testing of the hardware and software referred to in Annexes C and D on the Effective Date and shall complete them no later than 31 July 2020.

(b) The Contractor shall commence the Services related to RSA Advance Hardware Replacement (next business day) referred to in Annexes C and D on 1 August 2020 and shall provide them until 31 July 2025.

(c) The Contractor shall commence the Services related to Software Maintenance referred to in Annexes C and D on 1 August 2020 and shall provide them until 31 July 2025.

5. STANDARD OF WORK

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 perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

6. **RESPONSIBILITIES OF THE CONTRACTOR**

   (a) The Contractor shall provide the Services described in Annex C and D.

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

7. **WARRANTY**

   (a) The provisions of Clause 28 of Annex A shall apply to the Works performed by the Contractor.

   (b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of the Contractor.

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

   (a) 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.

   (b) The Contractor shall give all notices required by the nature of the Work.

   (c) 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.
9. PROTECTION OF PERSONS AND PROPERTY

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.

(b) 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 employees on the Commission’s premises and all other persons who may be affected thereby;
   (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission’s premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
   (iii) other property on the Commission’s premises or adjacent thereto.

(c) 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.

(d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.

(e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

(f) The Contractor shall be responsible for the prevention of accidents on the Commission’s premises during the execution of the Work.

(g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.

(h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) 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 (b).
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 B.

10. 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 Services are carried out in accordance with Annexes C and D, and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Services.

11. CONTRACT PRICE

(a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, a firm fixed price of EURO/USD [ ] (in words) (hereinafter referred to as the “Contract Price”).

(b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.

(c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.

(d) […. Type and amount] of Taxes is/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 Clause 12(d).]
OR

No Taxes are applicable under this Contract.

12. PAYMENT

(a) The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:

(i) For the goods and services referred to in Clauses 4(a) and 4(b) above, the Commission will pay the amount of EURO/USD [     ] (in words) as follows:

(ii) in respect of the goods and Services referred to in Clause 4(a), in arrears upon acceptance by the Commission of the goods and services; and

(ii) in respect of the Services referred to in Clause 4(b), in advance of the entire term of the maintenance period upon acceptance of the goods.

(ii) For the Services referred to in Clause 4(c) above, the Commission will pay the amount of EURO/USD (in words) in advance for the entire term of the maintenance period.

(b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 12(d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.

(c) 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.

(d) The Contractor shall submit an invoice in 1 (one) original and 2 (two) copies or 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 in Clause 21 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.
(e) 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 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.

13. **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.

14. **DELAYS AND EXTENSION OF TIME**

(a) 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 19 below for such reasonable time as the Commission may determine.

(b) Any request for extension of the time for reasons referred to in Clause 13(a) 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.
15. 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.

16. 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 D shall constitute integral parts of this Contract and shall be of full force and effect.

17. DISCREPANCIES

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

(i) this document;
(ii) The Commission’s Model License Agreement (Annex A);
(ii) The Commission’s General Conditions of Contract (Annex B);
(iii) The Commission’s Terms of Reference (Annex C);
(iv) The Contractor’s Bid (Annex D).

18. 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.
19. 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.

20. 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 Contractor and of the Commission.

21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

(a) The Commission:

For Contractual Issues:

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

For invoices and related enquiries:

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: Payments@ctbto.org

(b) The Contractor:

For Contractual Issues:
For invoices and related enquiries:

22. EFFECTIVENESS

(a) 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 fax, when received in legible form;
   (iv) if by electronic communication, when retrievable by the Commission in document form.

(b) A communication given under Clause 22(a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.
IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

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

[Name, Position/Title]

Date: ________________ Place: Vienna, Austria

For and on behalf of the [CONTRACTOR]:

[Name, Position/Title]

Date: ________________ Place: ________________
MODEL LICENSE AGREEMENT

1. PREAMBLE

1.1. This License Agreement is part of the Contract entered between the Supplier and the Purchaser.

1.2. The Supplier possesses the copyright of Software and documents to which the License relates.

1.3. The Supplier is willing to grant and the Purchaser desires to acquire a non-exclusive, non-transferable and irrevocable right as provided below.

1.4. The Parties agreed to the following by agreeing to the Contract.

2. DEFINITIONS

As used herein, the following terms shall have the following definitions:

2.1. “License Agreement” means the present document.

2.2. “Documentation” means the Supplier’s copyrighted materials that document functions of the Software.

2.3. “Effective Date” means the date of the last signature by the representatives of the Parties of the Contract, on which the Contract shall enter into force.

2.4. “Eligible Users” means the Purchaser’s employees and/or direct contractors.

2.5. “Software” means the software listed in the Contract.

Capitalized terms shall have the same meaning as defined in the General Conditions of Contract attached to the Contract, unless expressly otherwise defined herein.

3. GRANT OF RIGHTS AND LICENSES

3.1. The Supplier hereby grants the Purchaser a non-exclusive, non-transferable, irrevocable License to use the Software, under the terms and conditions set forth herein.

3.2. The Purchaser is authorized to use the Software only for activities related to the fulfillment of mandate and purposes of the CTBT including the performance of services of the Purchaser’s own commercial and/or government customers. The Purchaser is not authorized to sublicense, distribute, sell, or grant access to the Software, or integrate it into products or computer software programs of third parties unless required for the performance of activities related to its mandate.

3.3. Access to, and use of, the Software is restricted to Eligible Users.

3.4. The Purchaser agrees to protect the Software from use by, or disclosure or distribution to, persons who are not Eligible Users.

3.5. The Purchaser is authorized to make copies of the Documentation provided by the Supplier only for internal distribution. Copies of the Software may be made by the Purchaser only for back-up and archival purposes.

3.6. The Purchaser agrees not to remove or destroy any proprietary markings, restrictive legends, or intellectual property notices on or in the Software and Documentation.

3.7. All title, ownership rights and intellectual property rights in and to the Software shall remain with the Supplier. The Purchaser acquires no title, right or interest in the
Software, other than the License(s) specifically granted herein by the Supplier and the title to the media upon which the Software is delivered.

4. **RIGHTS AND OBLIGATIONS OF THE SUPPLIER AND PURCHASER**

4.1. The Supplier shall supply to the Purchaser a properly functioning and fully tested Software system.

4.2. The Supplier shall provide the Purchaser with catalogues and other descriptive literature with respect to new versions, releases and/or upgrade of the Software.

5. **WARRANTY**

5.1. The Supplier warrants that the licensing and use of the Software by the Purchaser in accordance with the terms of this License Agreement shall not infringe any copyright, patent or registered design rights of any third party.

6. **INDEMNITY**

6.1. If any claims of copyright infringement are asserted against the Purchaser by virtue of the infringement by the Supplier of a third party intellectual property rights through the grant of a Software License, the Supplier agrees upon written notification, of such claim by the Purchaser to indemnify, hold and save harmless the Purchaser from all necessary expenditures incurred by the Purchaser in the investigation of such claims, assist in preparation and in defence against same, and/or in settlement thereof, provided that the obligation of the Supplier shall be conditioned upon it being given prompt notice of such claim, the exclusive right to control and direct the investigation, defence and settlement of such claim and the complete cooperation of the Purchaser.

6.2. If, as a result of any suit or proceeding so defended, any of the Software is held to constitute an infringement or its use by the Purchaser is enjoined, the Supplier shall, at its option and expense, either (i) procure for the Purchaser the right to continue using said Software; (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify it so that it becomes non-infringing.

6.3. If the violation of Software rights is the result of the use of the Software in combination with other products not delivered by the Supplier, then the Supplier shall not be held liable.

7. **INSOLVENCY AND BANKRUPTCY**

7.1. Should the Contractor become insolvent or be adjudged bankrupt, the Purchaser, after having paid the Contract Price, will retain the License to use the Software, whether or not the Purchaser elects to terminate and declare the contract avoided under Clause 21. of the General Conditions of Contract.
General Conditions of Contract

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 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, 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. OFFICIAL 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 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 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 satisfactorily 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, the following clauses 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 transhipment 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 m3, 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.

1 April 2016
ANNEX C - Terms of Reference for RSA Hardware Replacement, Software Upgrade and Maintenance

1.0 BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) owns and operates two servers “RSA SecurID Appliance 250” running “Authentication Manager Base Edition” version 8.1, installed in a redundant configuration with a 1000 user license (SN 81289998).

The following systems are acting as agents/clients for one-time-password user authentication controlled by this RSA Appliance configuration:

- CISCO ASA as VPN concentrator
- Outlook Open Web Access Server (WINDOWS based)
- Rlogin-Server (LINUX based) using the RSA PAM Agent
- Several additional RADIUS clients (LINUX based)

A hardware replacement for the two RSA SecurID appliances including five years of maintenance, a software upgrade and a new software maintenance contract for the RSA Authentication Manager is required as of 1 August 2020.

Additionally the Commission wishes to buy 50 RSA SecurID SID700 tokens (valid for 2 years).

2.0 SPECIFICATION OF THE DELIVERABLES

The Contractor shall be responsible for providing the hardware and software items as specified below, as well as for on-site hardware installation, appliance configuration, migration of the existing Authentication Manager 8.1 software configuration to the new hardware platform running Authentication Manager 8.4 (AM 8.4), for the RSA Agent upgrade as far as required by the server upgrade, migration of licenses, and for acceptance testing.

Bidders may include in their proposals a trade-in option of the two RSA SecurID Appliance 250 units currently operated by the Commission.
### Item Description

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<tr>
<th>Item Description</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>RSA SecurID Appliance 350 with Authentication Manager 8.4 or higher (in a redundant hot-standby configuration, rack-mounted)</td>
<td>2 EA</td>
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<tr>
<td>RSA Advanced Hardware Replacement (next business day) for RSA SecurID Appliance 350 valid for five (5) years as of 1 August 2020</td>
<td>2 EA</td>
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<tr>
<td>RSA SecurID SID700 tokens valid for two years</td>
<td>50</td>
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<tr>
<td>Software maintenance “RSA SecureCare Enhanced” for five (5) years covering “RSA Authentication Manager Base Edition” for 1000 users as of 1 August 2020</td>
<td>1 LOT</td>
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<td>On-site installation, configuration, migration and acceptance testing of the RSA SecurID Appliances set-up to the new platform and RSA Agent upgrade as required. A minimum of two (2) man-days on-site shall be quoted.</td>
<td>1 LOT</td>
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Unless otherwise instructed by the Commission, hardware and software items shall be delivered not later than by 1 July 2020 and the installation, configuration and migration work shall be completed on 31 July 2020.

Delivery of the 50 RSA SecurID SID700 tokens is expected to take place as soon as possible.

### 3.0 SCOPE OF WORK

- The Contractor shall provide the hardware and software items specified in Section 2.0 above.

- The Contractor shall submit to the Commission a detailed installation, migration, implementation and acceptance test plan for the whole RSA SecurID Appliance replacement and upgrade procedure within three (3) weeks after the entry into force of the Contract. This plan shall describe exactly how the replacement of the current configuration is proposed with as little disruption of authentication services for the end-users as possible. The migration plan has to be accepted by the Commission before the actual on-site work can start. Any additional and temporary equipment which is required for the implementation of this plan shall be provided by the Contractor.

- The Contractor shall ensure that all RADIUS configuration items used for Remote Access VPN (including RADIUS profiles attached to users alias names) are properly transferred to the new platform and all functionalities are tested and proved operational with AM 8.4.

- The Contractor shall provide support to the upgrade of the LINUX PAM Agent, as far as this agent is affected by the server software upgrade from AM 8.1 to AM 8.4.

- The Contractor shall provide support to the upgrade and migration of a WINDOWS Outlook Open Web Access Server, as far as this server is affected by the server software upgrade from AM 8.1 to AM 8.4.

- The Contractor shall deliver the two RSA SecurID Appliances to the Receiving Area of the Vienna International Centre (VIC). In-house transport from the VIC Receiving Area to the Commission’s Computer Centre (CC) at floor C-1 will be handled by the Commission.
• The Contractor shall conduct on-site hardware installation of the two new RSA SecurID Appliances according to the detailed implementation plan as requested above. Rack space and power feeds of the existing appliances shall be re-used for the new appliances/servers.

• The Contractor shall transfer the existing configuration (including all token records and agent definitions) to the new RSA SecurID Appliances and prepare the new installation for testing.

• The Contractor shall conduct functional acceptance testing according to the approved implementation and acceptance test plan. The respective test procedures shall cover all relevant aspects of RSA SecurID authentication for each RSA Agent separately. Testing shall also include a complete backup and restore cycle of the new system.

• The Contractor shall document any changes to the currently operated RSA configuration in writing for future reference.

4.0 REQUIREMENTS AND CONDITIONS

• The actual switch-over from the currently operated RSA SecurID Appliances with Authentication Manager 8.1 to the new RSA Appliances with Authentication Manager 8.4 shall be performed by the Contractor with as little disruption as possible for each system acting as RSA Agent. Details of the proposed procedure shall be specified in advance in the migration, implementation and testing plan.

• All necessary temporary equipment shall be provided by the Contractor.

• On-site hardware installation and configuration as well as the acceptance testing and the final switch-over shall take place on working days of the Commission (Tuesday, Wednesday or Thursday only) during regular office hours of the Commission which are between 08:00H and 17:00H CET.

• The Contractor shall conduct its work based on a “turn-key” approach and fully cover all activities required to complete the scope of work as described in these Terms of Reference. The total amount of man-days/work-hours proposed for the project as part of the “turn-key solution” (on-site as well as off-site) and their respective estimated allocation to different activities shall be specified clearly in the proposal. In any case it shall be the sole responsibility of the Contractor to fulfil and complete the scope of work as specified in these Terms of Reference regardless of the actual number of man-days dedicated to a specific task.

5.0 CONTRACTOR’S QUALIFICATIONS

The Contractor shall be an authorized reseller of the RSA SecurID Appliance and RSA Authentication Manager. Evidence of this qualification must be provided in the proposal.

The Contractor’s personnel assigned to this project shall have proven in-depth knowledge of the RSA SecurID Appliance 350 and of Authentication Manager 8.4 with evidence of extensive experience in these areas.

The Contractor’s personnel shall be able to communicate in English with the Commission’s personnel.
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STATEMENT OF CONFIRMATION

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

a) The firm/organization possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.

b) The firm/organization is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.

c) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.

d) The firm/organization has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.

e) The Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.

f) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation;

g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/ Proposal or the procurement process if the person:

   a. at any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;

   b. at any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List). ¹

i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

¹ The Consolidated United Nations Security Council Sanctions List can be found on the following website: https://www.un.org/securitycouncil/content/un-sc-consolidated-list
j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.

l) The prices in the firm/organization’s proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.

m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.

n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization’s business or any kind of economic ties with the firm/organization.

Name (print): _________________________   Signature: _________________________

Title/Position: _________________________

Place (City and Country): _______________   Date: _________________________
**VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK**

1. Name of Company:  
2. Street Address:  
3. Telephone:  
   
P.O. Box :  
   City:  
   4. Fax :  
   
Zip Code :  
   Country:  
   5. E-Mail :  

6. Contact Person:  
   Title:  

7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)  

8. Year Established:  
9. Number of Employees:  

10. Gross Annual Turnover (US$m)*:  
11. Annual Export Turnover (US$m)*:  

12. Type of Business/Products:  
   - Manufacturer  
   - Sole Agent  
   - Supplier  

13. Type of Business/Services/Work:  
   - Engineering  
   - Civil Work  
   - Governmental Institution  

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:  

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* Please provide a copy of the most recent audited annual report and accounts. Note: Export includes services or work performed abroad or for foreign clients.  
**Please provide supplementary documentation on these items.
17. List of Products/Services/Work offered (please indicate the Product/Service/Work # as per attached sheet):

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<th>Product/Service/Work #</th>
<th>Product/Service/Work Description</th>
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Questionnaire completed by:

18. Name: __________________________ Title: __________________________ Signature: __________________________ Date: __________________________

FOR CTBTO USE ONLY

19. Evaluated By: __________________________ Initials: __________________________ Date: __________________________

20. Updated By: __________________________ Initials: __________________________ Date: __________________________

21. Remarks: __________________________

22. Vendor Registration Number Allocated: __________________________ Not Accepted: [ ]

* 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.