REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2020-0003/JIBRIL
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Tel. No.: +43 (1) 26030-6350
Fax No.: +43 (1) 26030 5948
E-mail: procurement@ctbto.org

Attn:
Phone:
Fax:
Email:

Date: 23 Jan 20

Subject: Enhancements of IDC Products and IMS Data - Secure Web Portal for the CTBTO on a Call-off Basis.

Deadline for Submission: 24 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 submit a proposal that meets the requirements of the attached documents.

You are kindly requested to complete and return the acknowledgement form by fax or email as soon as possible.

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

Yours Sincerely,

Courtney Liley
Chief Procurement Section
# ACKNOWLEDGEMENT FORM

<table>
<thead>
<tr>
<th>Solicitation No:</th>
<th>2020-0003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Enhancements of IDC Products and IMS Data - Secure Web Portal for the CTBTO on a Call-off Basis.</td>
</tr>
<tr>
<td>Closing Date:</td>
<td>24 Feb 20</td>
</tr>
<tr>
<td>Vienna Local Time:</td>
<td>17:00</td>
</tr>
</tbody>
</table>

**Procurement Staff:** Othman Jibril  
**CTBTO Req. No.:** 0010015312

Please complete 'A' or 'B' or 'C' and Return **WITHIN FIVE (5) DAYS**

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

by email to procurement@ctbto.org

**A: We shall submit our proposal**

<table>
<thead>
<tr>
<th>By:</th>
<th>____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Email/Tel:</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>By:</th>
<th>____________________________</th>
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<tbody>
<tr>
<td>Date:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Email/Tel:</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

**C: We will not submit a proposal 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 PROPOSALS
RFP No. 2020-0003/JIBRIL

1. General

This Request for Proposal (RFP) is for the provision of services as described in the attached Terms of Reference.

Bidder’s Proposal shall meet all requirements stated in the Terms of Reference. The Bidders may also present an alternative technical and related financial proposal, which would result in higher performance, better quality and a more economical solution, provided that the required technical specifications are fully addressed and met. For this project, the Commission is seeking capabilities, which will ensure that the tasks are accomplished at the best possible value for money for the organization.

2. Documents included in this RFP

This RFP consists of the following documents:

(a) Letter of Invitation
(b) These Instructions for Preparation and Submission of Proposals with its Attachments:
   - Attachment 1: Mandatory Outline and Requirements of the Technical Proposals
   - Attachment 2: Format of Financial Proposal
   - Attachment 3: Evaluation Criteria
(c) List of CTBTO Member States
(d) Statement of Confirmation
(e) Vendor Profile Form
(f) The Commission’s Model Contract and its Annexes A through C:
   o Annex A: The Commission's License Agreement
   o Annex B: The Commission’s General Conditions of Contract
   o Annex C: Terms of Reference

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

3. Amendment of RFP Documents

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

4. Language of the Proposal

The Proposal and all correspondence and documents relating to it shall be in English.
5. **Format and Submission of the Proposal**

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

The Proposal shall be submitted in **two sealed envelopes**.

a) One sealed envelope shall contain 1 (one) original of the Financial Section of the Proposal clearly marked as “Original Financial Proposal”.

b) The second sealed envelope shall contain 1 (one) original of the Technical Section of the Proposal marked as “Original Technical Proposal”

c) The second envelope shall also contain a memory stick with:

1(one) pdf of the Financial Section of the Proposal without prices, and
1(one) pdf of the Technical Section of the Proposal

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

The envelope shall be clearly marked as follows:

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

6. **Mailing Address and Closing Date**

(a) The sealed outer envelope shall be sent to the following addressee:

Chief, Procurement Section  
Room E0917  
CTBTO, Vienna International Centre  
Wagramer Strasse 5  
A-1400 Vienna  
AUSTRIA

(b) The sealed outer envelope shall be received by the above-mentioned addressee not later than the closing date and time indicated in the Letter of Invitation. Any Proposal received after the closing date and closing time will be rejected by the Commission and returned to the invitee unopened. The Commission may, at its discretion, extend the deadline for submission of the Proposal.

**NOTE:** Proposals sent by fax or e-mail - even if they are submitted before the closing date and time as an “Electronic Advance Copy” for the subsequent submission of the same Proposal as a hard copy in sealed envelopes - will not be considered and may lead to the rejection of the bidder from the procurement process.
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 RFP as soon as possible after receipt of the solicitation documents, but in any case no later than 15 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 RFP No. 2020-0003/JIBRIL

The Commission will make all reasonable efforts to issue a consolidated response to all requests for clarifications not later than 10 business days prior to the Closing Date.

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

8. Eligible Goods and Services

The services and goods (if any) 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 RFP. 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 Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in the attached Model Contract.

10. Award

The Commission reserves the right to split the award of a Call-off Contract, based on this RFP, to more than one Contractor.

11. Preparation of the Proposal

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

I. Technical Proposal; and
II. Financial Proposal;

providing, but not limited to, the following information:
PART I: TECHNICAL PROPOSAL

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

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

Mandatory Outline and Requirements of the Technical Proposal
The Technical Proposal shall be written in accordance with the structure set out in Attachment 1 ("Mandatory Outline and Requirements of the Technical Proposal") attached hereto. Bidders should provide all the information requested in this document but may provide additional related content as attachments. Where applicable, minimum requirements have also been referenced from the Terms of Reference for the convenience of the Bidder.

Description of Services
An explanation of the bidder’s understanding of the services to be provided and an overall preliminary operational plan for the execution of the services.

The total amount of person-days proposed for the project (on-site as well as off-site) and their respective estimated allocation to different work-phases 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 person-days dedicated to a specific task.

Commission’s Inputs
A description of the expected inputs/resources to be made available by the Commission and at what stage of the services.

Qualifications
Documentary evidence of the bidder’s qualifications to provide the Services, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the Contract and other necessary ongoing services as required.

Personnel
Curriculum vitae of key staff proposed for this contract, including technical experience to perform the Work.

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

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 Quotation 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.

Sub-Contractors

Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted services. The Proposal shall provide a statement that your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBTO Member States.

Statement of Confirmation

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

Vendor Profile Form (VPF)

The attached Vendor Profile Form, if not previously submitted to the Commission, shall be duly signed and submitted together with the Proposal.

Model Contract

A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions. Any deviations may be a factor in the award decision.

PART II: FINANCIAL PROPOSAL

Bidders are required to submit the Financial Proposal as follows:

Format of the Financial Proposal

i. The Financial Proposal shall be submitted in the format set out in Attachment 2 “Format of Financial Proposal” attached herewith. Bidders shall provide all the information requested in this matrix but may provide additional related content as attachments.

This will be evaluated as part of the responsiveness of the Financial Proposal. A Proposal that fails to meet this requirement may be disqualified and not be considered for further evaluation.
ii. The Bidder shall quote firm fixed person-day fees/rates in EURO or US Dollars. The quoted fees/rates should include all overheads and ancillary expenses, unless included as firm-fixed “Other Costs”, or otherwise stated in Attachment 2 “Format of Financial Proposal”.

Note: the estimated number of person-days outlined in the Terms of Reference is included for evaluation purposes only, and does not represent a commitment on behalf of the Commission.

iii. Estimated costs for travel based on the most economic and direct route shall be specified in the Financial Proposal. Costs for DSA shall be paid based on the UN DSA rate applicable at the time when a specific WO is issued. Estimated costs included in the WO will be invoiced based on actual costs against relevant supporting documentation e.g. invoices for travel, shipping etc. and shall not exceed 10% of the estimate. Daily Subsistence Allowance (DSA) for on-site work shall be reimbursed based on the applicable United Nations DSA rate.

Indirect Taxes

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

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

(2) For European Union (EU) Companies
The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will be charged to the Commission by the EU Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151). A tax exemption certificate issued by the relevant Austrian authorities will be provided upon request.
(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 Proposal 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.

12. Completeness and Correctness of the Proposal

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

13. Validity of Proposal

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

14. Correction of Errors

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

15. Evaluation of Proposal

(a) The Commission will first conduct a technical evaluation based on the following main evaluation criteria categories:

- Meeting the overall Requirements
- Requirements for the Contractor and for the Contractor's staff
- Capacity and Technical Expertise to deliver services listed in section III of the Terms of Reference

Please see Attachment 3 (Technical Evaluation Criteria) for a complete list of the criteria that form the basis of the technical evaluation for each of the above listed categories. If the Proposal fails to meet the minimum technical requirements for any one criterion, the entire proposal will not be considered further. If the Proposal meets the minimum technical requirements, the Commission reserves the right to invite the proposed personnel to an interview in order to complete the technical evaluation of the Proposal and give a technical score.

(b) Only the Financial Proposals of those bidders that meet or exceed the minimum technical requirements of all items will be opened and evaluated for its commercial acceptability and to determine the financial score for each responsive Bidder. The Commission will evaluate the following:
(i) Proposed unit prices to obtain the financial value based on estimated person-days for the Call-off Period. See pricing requirements in Attachment 2 (Format of Financial Proposal).

(ii) Contractual compliance.

(c) The Commission, based on the evaluation method given above, will determine the Proposal that ‘most effectively satisfies the technical and operational requirements set out in the solicitation documents’. The relative weighting of each component of the Proposal is 70% for the Technical Proposal and 30% for the Financial Proposal.

(d) The Commission will award the Contract for a Contractor who receives the highest combined score. The Commission may split the award of Contract and award one or more Contracts for Contractors based on the ranking of a combined score.

16. Negotiations of the Proposal

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

17. Modification and Withdrawal of Proposal

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

18. The Commission’s Right to Reject the Proposal

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

19. Costs of preparation and submission of the Proposal

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

20. Proprietary Information

All documentation and information contained in this RFP are proprietary to the Commission and shall not be duplicated, used or disclosed -in whole or in part- for any purpose other than to evaluate them and respond to the Commission's request for Proposal or otherwise without prior written agreement of the Commission.
## ATTACHMENT 1

### Mandatory Outline and Requirements of the Technical Proposals

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum content</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Executive Summary</td>
<td>• Provide an overview of proposal</td>
</tr>
<tr>
<td>2. Experience, Resources and Project Management</td>
<td>2.1 Corporate Profile and Values • Background of company (or consortium), ownership, size, location, profile • If developers are full time developers or outsourced from other companies.</td>
</tr>
<tr>
<td>2.2 Corporate Experience</td>
<td>• Experience in offering off-site software development services and the list of organizations (five maximum) for which such services have been provided in the last year. Please provide list and description of projects.</td>
</tr>
<tr>
<td>2.3 Project Management Team and Staffing</td>
<td>• Provide management structure and key personnel of the company.</td>
</tr>
</tbody>
</table>
| 2.4 Availability of resources                                        | • Please address in as much detail as reasonable what resources you will make available for the successful provision of software development such as:  
  - key developers;                                                                 |
  - offsite facilities for developers;                                  |
| 3. Meeting the Requirements                                          | 3.1 Assumptions • The bidder should detail key assumptions that impact the Proposal.                                                                                                                                     |
| 3.2 Understanding of the project                                    | • The bidder’s response should demonstrate detailed knowledge and understanding of the development activities described in the Terms of Reference. The bidder’s response should describe in detail the expected inputs/resources to be made available by the Commission. |
| 3.3 Technical Assistance for development of software                | Please address in as much detail as reasonable:  
  • A description of similar projects completed in the past;  
  • Experience with KPI/metric based systems;  
  • Experience providing Restful Java based web applications and to which kind of organizations you have provided such development services;  
  • A plan for analysis of the “as-is” system, intended to achieve adequate understanding of the system to meet the knowledge requirements for developing the tasks in the TOR;  
  • The list of required documents to be provided by the commission to facilitate the successful delivery of the development services. |
4. **Skills and Experience of key staff**

- Provide the resume of the proposed developer(s) which describes in detail all qualifications and experience in software development and in particular web-based KPI and reporting systems;
- Provide reference to previous software development projects conducted by the proposed developer in the last three years, identifying the language(s) in which the work was conducted.

5. **Attachments**

- Statement of Confirmation
- Vendor Profile Form
- Statement regarding Model Contract
## ATTACHMENT 2

**Format of Financial Proposal**

Provision of Enhancements of IDC Products and IMS Data-Secure Web Portal for the CTBTO

<table>
<thead>
<tr>
<th>Description (ToR)</th>
<th>Unit</th>
<th>QTY</th>
<th>Initial Call-off period 12 months (Est. 420 person-days) Unit Price</th>
<th>1st Optional extension 12 months (Est. 420 Person-days) Unit Price</th>
<th>2nd Optional extension 12 months (Est. 420 Person-days) Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Engineering Services as required under the scope of work (3.1) of the ToR</td>
<td>Person/Day</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated travel cost: Return Ticket per person per trip (RT).</td>
<td>RT</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NB:**

1) Please complete all applicable columns (labor rates, and estimated travel cost, if applicable).

2) Please specify currency (USD or Euro only). The rates shall be firm and fixed throughout the term of the Contract.

3) This is a unit-based Contract. The exact number of working days will be determined/called-off in the form of Work Orders (WOs) at the rates quoted in this Attachment.

4) The estimated travel cost is required *for the purpose of tender evaluation*.

5) The Commission will request the Contractor to submit estimated costs/expenses for travel including, inter alia, airfare and terminal costs before issuing WOs. Travel costs will be reimbursed by the Commission to the following extent:
   - International/regional travel by air: simple economy return airfare for the most direct route between the place of establishment of the Contractor and the premises of the Commission in Vienna, Austria. In exceptional circumstances and with prior written approval of the Commission, the Contractor may be reimbursed for flexible economy return airfare but it remains for the Commission to approve the type of airfare that will be reimbursed.
   - International travel by other means than air travel: the rate accepted by the Commission for the most direct route between the place of establishment of the Contractor and the premises of the Commission in Vienna, Austria.
   - Reasonable terminal expenses, if any: at cost against supporting documents.
   - The actual travel costs paid by the Commission shall not exceed the estimate by more than 10%.

6) Daily Subsistence Allowance (DSA): applicable for *a working day only* and shall be calculated based on the values provided by “the International Civil Service Commission (ICSC)” for Vienna, during the month when the WO is issued.
ATTACHMENT 3

Evaluation Criteria

Overview

This document describes the evaluation criteria that will be used to evaluate bidders' technical proposals. The technical evaluation of the Bidder’s Technical proposals is based on an assessment of compliance with all requirements set out in the Terms of Reference (ToR), and with the requirements for the technical proposal listed in Attachment 1.

Evaluation of Compliance with the Requirements

Bidders shall comply with all requirements of the ToR, and with the requirements for the technical proposal.

The Commission will first evaluate the technical proposals to assess whether they have been submitted in accordance with the requirements under attachment 1. Subsequently, the technical proposals will be assessed against the evaluation criteria listed in the matrix below:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Max Points</th>
<th>Weight (%)</th>
<th>Max Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience, Resources and Project Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proven track record of software development in large or medium sized organizations</td>
<td>10</td>
<td>1.5</td>
<td>15</td>
</tr>
<tr>
<td>Availability of sufficient resources to fulfil the forecasted work packages (dedicated personnel for this contract or a team of experienced developers on hand)</td>
<td>10</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>The Bidder possesses the required project management and quality assurance skills (e.g. ISO 9001:2015)</td>
<td>10</td>
<td>1.5</td>
<td>15</td>
</tr>
<tr>
<td>Meeting the Requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extent to which all aspects of the TOR have been addressed in sufficient detail.</td>
<td>10</td>
<td>1.5</td>
<td>15</td>
</tr>
<tr>
<td>Skills and experience of key staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A university degree in a scientific or technical subject with a computing emphasis</td>
<td>5</td>
<td>1.0</td>
<td>5</td>
</tr>
<tr>
<td>At least 3 years of professional experience within the last 5 years implementing full stack Java/ Javascript web-based systems in Unix/Linux environment.</td>
<td>10</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>At least 3 years of professional experience within the last 5 years in using and developing WebServices (SOAP/REST) in Java.</td>
<td>10</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>At least 2 years of professional experience within the last 5</td>
<td>10</td>
<td>3</td>
<td>30</td>
</tr>
</tbody>
</table>
years with the Liferay Portal and JSR 168 compliant portals.

Proven experience within the last 5 years developing data access layers and physical data models for data driven applications in Java that interface with the PostgreSQL or Oracle databases

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.</td>
</tr>
<tr>
<td>1-2</td>
<td>Does not meet the minimum technical, functional, or performance related criterion.</td>
</tr>
<tr>
<td>3-4</td>
<td>Meets the criterion in <em>most</em> areas, but is lacking details and responsiveness in some areas of the criterion.</td>
</tr>
<tr>
<td>5-6</td>
<td>Meets the criterion in all areas.</td>
</tr>
<tr>
<td>7-8</td>
<td>Meets the criterion to minimum acceptable levels in all areas, and exceeds it in some areas.</td>
</tr>
<tr>
<td>9-10</td>
<td>Response exceeds the criterion in all areas and adds additional technical, functional and performance related value to the proposed services.</td>
</tr>
</tbody>
</table>

At least 2 year experience with Agile software development principles and product management using Scrum or Kanban within the last 5 years.

Understanding of DevOps principles and experience in building CI/CD pipelines

Ability to communicate fluently in English, with a history of providing documents and services in the English language.

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>1.5</td>
</tr>
<tr>
<td>5</td>
<td>1.5</td>
</tr>
<tr>
<td>5</td>
<td>1.0</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

Maximum score for the technical review: 165

Non-compliance with at least one of the requirements *causes the disqualification of the bidder* on a technical basis. A separate value will be assigned for each criterion.

For each evaluation criterion, each proposal will be scored on a scale from 0 – 10. The proposal will be judged definitively as follows:

<table>
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<th>Points</th>
<th>Criteria</th>
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Please note that if a bidder is assigned less than 3 points for any criterion it is considered the bidder does not satisfy the minimum technical requirements and its proposal will consequently be considered technically not compliant and therefore disqualified. Bidders that satisfy a criterion to the minimum acceptable level will be assigned 5 to 6 points. Bidders whose proposals demonstrate that they satisfy a criterion beyond the minimum level will be assigned additional points, up to 10.

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

2 / 3
X = Max Available Score * Y/Z

Legend
X= score to be assigned to the offer being evaluated
Y= price of the lowest priced, technically compliant offer
Z= price of the offer being evaluated

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluation. The weight of the technical and commercial evaluation components is 70% and 30% respectively.
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 : | 4. Fax : | | | | | |
| City: | | | | | | |
| 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: | | | | | | |

* 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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Questionnaire completed by:

18. Name: Title: Signature: Date:

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.
CONTRACT No. 2020-XXXX  
SAP No.xxxxxxxxx

between

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

and

THE NAME OF THE CONTRACTOR
(THE CONTRACTOR)

for

ENHANCEMENTS OF IDC PRODUCTS AND IMS DATA-SECURE WEB PORTAL FOR THE CTBTO

January 2020

This Model Contract comprises this cover page, 13 (thirteen) pages of text (including a table of contents and a signatories page), and 4 (four) Annexes (A to D)
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ANNEXES: A, B, C and D
CONTRACT No. 2020-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 headquarters located at Wagramerstrasse 5, 1400 Vienna, Austria, and «SS_NAME» (hereinafter referred to as “the Contractor”), having its principal office located at XXXX, XXXX.

The Parties hereto mutually agree as follows:

1 DEFINITIONS

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract and the 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 XXX.

“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.

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

“Services” means the activities or tasks to be performed by the Contractor under the Contract as requested by the Commission under the WO.

“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.

“Work” means all the Goods and 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 remediying of any defects therein.

Work Orders (‘WO’) mean orders issued by the Commission which specify the (parts or portions of) Work to be performed by the Contractor upon request by the Commission in accordance with Annexes B and C.

2 AIM OF THE CONTRACT

The aim of this Contract is to provide Services (hereinafter referred to as “Work”) pertaining to "Enhancements of IDC Products and IMS Data-Secure Web Portal for the CTBTO" on a call-off basis to the Commission, as and when required by the Commission.

3 ENTRY INTO FORCE, DURATION OF THE CONTRACT AND COMMENCEMENT AND COMPLETION OF THE WORK

(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 Works in the form of WO within a period of 12 months from the Effective Date or the performance of a maximum of 420 person-days by the Contractor, whichever occurs first (hereinafter referred to as the “Call-off Period”). The commencement and completion date for the performance of the Works (hereinafter referred to as “Commencement Date” and “Completion Date”, respectively) will be set out in the respective WO. 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 twice (2), 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 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.

5 RESPONSIBILITIES OF THE CONTRACTOR

a) The Contractor shall provide the Work described in Annex C.

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

c) The Contractor shall provide the Software and Services described in Annexes C and D. All Software provided will be governed by the License Agreement attached as Annex A.

d) The Contractor acknowledges that after the completion of the Work under this Contract, the Commission shall own the Software and source code described in Annex C and the Contractor shall have no rights in that Software or source code unless granted by the Commission under Clause 23 of this Contract.

6 ORGANISATION OF CONTRACT IMPLEMENTATION

(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 WO in accordance with section 4 of Annex C based on the firm fixed unit prices set out in Annex D. The Contractor shall not perform any Work if not requested by the Commission through a WO. However, the Contractor may propose WO for Commission’s evaluation.

(b) The WO 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 WO. Partial service performance of a WO 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 WO.

(e) The Commission may revise a WO as and when it may deem necessary.

7 WARRANTY

(a) The provisions of Clause 28 of Annex B 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, as follows:

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

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

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

   (iv) per diem charges (DSA), which cover lodging, meals and incidental travel expenses, based on the United Nations Daily Subsistence Allowance (UN DSA) rates effective at the time of the respective travel (the WO, will include the UN DSA rates applicable at the time of issuance of the WO), unless specified otherwise by the Commission;

   (v) the actual incurred Travel Costs, excluding DSA on the basis of simple economy return tickets for most direct route, not to exceed the estimated Travel Costs pursuant to the relevant WO, by more than 10% for each return travel under an issued WO, unless specified otherwise by the Commission;

   (vi) if applicable, Other Costs pursuant to Annex D;

hereinafter referred to as the “Contract Price”.
b) In the event that the Commission decides to extend the Call-off Period early, as foreseen in Clause 3(c) of this Contract, the Contactor will be reimbursed for the person-days called off in this period as follows:

(i) until the expiry of the initial Call-off Period, the daily rate set out in subparagraph (a)(i) above;

(ii) after the expiry of the initial Call-off Period, the daily rate agreed for the respective extension (subparagraph (a)(ii) or (iii) above)

c) The unit prices set out in Annex D shall be held fixed for the entire duration of the Contract.

d) The Contract Price shall cover all costs and expenses incurred by the Contactor 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).

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

[Identify type [and amount] of Taxes] is/are applicable under this Contract. The Contactor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contactor as per Clause 12(e).

OR

No Taxes are applicable under this Contract.

12 PAYMENT

(a) The Contract Price shall be paid in arrears upon satisfactory completion of each WO and submission of the following:

i) Invoice drawn up in accordance with this Clause 12;

ii) Any other documentation that might be required under the applicable WO.

(b) The Commission will make the payments to the Contactor on the basis of an invoice submitted by the Contactor. 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 20 below for such reasonable time as the Commission may determine.

(b) Any request for extension of the time for reasons referred to in Clause 14(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 C 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) License Agreement (Annex A);
(ii) General Conditions of Contract (Annex B);
(iii) Terms of Reference (Annex C);
(iv) Contractor’s Proposal (Annex D);
(v) The relevant WO.

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
Fax: + (43 1) 26030 5948
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:

XXX

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.

23 SOFTWARE LICENCE

The Commission hereby grants the Contractor a non-exclusive, non-transferable, irrevocable
license to use the Software for the duration of the Contract and for the purpose of doing the Work
under the Contract. The use of the source code is only for the duration of the Contract and for the
Work required under the Contract. All title, ownership rights and intellectual property rights in
and to the Software shall remain with the Commission. The Contractor acquires no title, right or
interest in the Software, other than the license(s) specifically granted herein by 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:

________________________________________________________________________

Date: ________________  Place: ________________

For and on behalf of the CONTRACTOR:

________________________________________________________________________

Date: ________________  Place: ________________
ANNEX A

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 fulfilment 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.
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 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 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

Enhancements of IDC Products and IMS Data - Secure Web Portal for the CTBTO
Annex C– Terms of Reference–Enhancements of IDC Products and IMS Data-Secure Web Portal for the CTBTO

January 2020
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1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) is the international organization setting up the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (hereinafter referred to as the “CTBT”), which is the international Treaty banning nuclear weapon test explosions. The Treaty provides for a global verification regime, including a network of 322 stations worldwide, a communications system, an international data centre and on-site inspections to monitor compliance.

The Headquarters and the International Data Centre (hereinafter referred to as the “IDC”) of the Preparatory Commission are in Vienna (Vienna International Centre of United Nations).

One fundamental task of the Commission’s International Data Centre is to provide States Parties with equal, open, timely and convenient access to agreed products and services to support their national CTBT verification requirements. An integral component of the distribution mechanism is the use of web technology.

To this end, the Commission has implemented and deployed a website: “IDC Products and IMS Data Secure Web Portal” accessible by representatives of the states parties, using technologies described below.

The purpose of these Terms of Reference is to request proposals with respect to continued Enhancement of this portal.

2 BACKGROUND

2.1 The Current Web Portal

The purpose of the IDC Secure Web Portal is the fulfilment of the Protocol to the CTBT Part I F. 20, according to which the IDC shall “provide States Parties with open, equal, timely and convenient access to all International Monitoring System data, raw or processed, all International Data Centre products, and all other International Monitoring System data”. The IDC Secure Web Portal is based on Liferay platform and utilizes SOA and Java EE technology for the middleware and integration layers.

2.2 Technologies in use

Liferay Portal

The Commission currently uses a Liferay portal version 6.2 GA6. All application modules were, and shall be, implemented as JSR 168/286 compliant portlets.

Alfresco Enterprise Content Management

The Commission’s Web infrastructure uses Alfresco ECM for content management.

Google Earth / Google Maps for GIS and Mapping Tool Integration
The Commission uses the public Google Earth/Map infrastructure to generate and serve required map or terrain information.

**User Roles and User Management (Oracle IDM and OAM Suite) Authentication**

Users are authenticated using credentials provisioned by the Commission’s Identity and Access management platform from Oracle. The application is integrated to use the Single Sign-On Engine for providing access to all permitted modules for any particular user. The identity management service is out of scope for this TOR, but interfacing with the Identity Management subsystem is a required part of the proposed work.

**Authorization/provisioning**

Access to different modules/services and areas of the application is granted based on the user’s role or/and user’s group, which are in turn maintained by the Access management platform referenced above.

**XML notation for Content Model and Metadata where possible**

To the extent possible, the Web Site uses industry standards for all the contents to be deployed on the site. CTBTO’s proprietary glossary, notations and metadata are used in the Web Site. Prior efforts of the Commission have provided XML denoted nomenclature and metadata for Radionuclide data.

**Data Distribution via Message System**

The Commission has implemented a ‘Verification Data Message System’, a state of the art, extensible, scalable and interoperable platform for delivering data and products to the Member States. This platform is the authoritative source of product information for both internal and external users. The system is based on Python with Django Web Framework whereby IDC Data and Products can be retrieved by the following two means:

- Python command-line client
- XML-RPC calls to components of the Message Systems

Currently most of the output is ASCII format, with further XML output still under development.

### 2.3 Environments

The Commission maintains two Secure Web Portal environments (test and production); each environment currently consists of two Liferay instances working in a cluster mode. The load between nodes is balanced by F5 Big-IP load balancer. Each Liferay instance is running using Java OpenJDK 8 on the open-source 64bit Linux operating environment (currently RHEL 6.10)

### 2.4 Source code management and CI/CD

The Commission uses GitHub (https://github.org) as a source code version control system and utilizes custom Continuous Integration/Continuous Delivery and Deployment (CI/CD) pipeline based on Jenkins and Ansible. The artifacts are stored in Nexus Repository Manager.

### 3 ORGANIZATION of WORK

#### 3.1 Scope of Work

The Commission requests software engineering services to enhance the SWP, using the existing technologies and installed software as baseline. The Commission may require enhancements or modifications to any of the components of the system currently in use. The possible development tasks are listed below:
1. Upgrade Liferay platform and all portlets to the latest version of Liferay (7.2 for the time being);
2. Improve Data Access Layer (Web Services (REST/JSON:API/GraphQL), Message Queues);
3. Redesign User Interface (UI/UX) for the Portal in general and each portlet in particular;
4. Replace Google Maps with internal TileServer as a mapping tool;
5. Apply container technology for the deployment (Docker/Kubernetes);
6. Other enhancements related to SWP portal, portlets and services;

The Commission requests specific enhancements, i.e. changes and additions to the existing website software, in writing.

The Commission has a change management process in place that covers reporting and tracking software problems, as well as updating test and production environments. An Integrated Ticketing System based on the JIRA software is used to support this change management process. The Contractor personnel shall familiarize themselves with this process and follow it to keep track of such enhancement requests and their progress or conclusion, following best industry practices.

### 3.2 Initiating Work

The Commission will initiate the Work in the form of Work Orders (WOs). These Work Orders will be the mechanism for initiating Work, the exact scope of Work, the deliverables, acceptance, invoicing and payment of any Services performed by the Contractor. Each WO shall contain the number of person-days of on- or off-site work. The proposal shall clearly list the cost of each WO, in units of specified person-days of work. A portion of these days may be defined as annual maintenance of the system (to carry out bug fixes, corrections to the system, etc.)

1. Before the issuance of a WOs to the Contractor and upon receipt of a written request, containing elaborations and definitions as to the nature of the particular Work(s), the Contractor shall provide, at a minimum, within one (1) week of receiving the written request, the following information in the form of a work plan for each Work identified in the written request:
   - Work plan and key schedule to accomplish the Work;
   - Number of person-days to be allocated to the Work;
   - Estimated cost of travel, if applicable, based on simple economy return airfare for the most direct route between the place of establishment of the Contractor and the premises of the Commission in Vienna, Austria; Place of work (on-site/off-site);
   - Commencement date and completion date of the Work.
2. After review of the work plan for the Work identified in the written request, and only after acceptance by the Commission, the WOs will be issued to the Contractor.
3. Each WO shall be based on one (1) or more of the tasks described above and on the approved work plan for each of the Work to be completed. The Commission will forward WOs to the Contractor with adequate advanced notice and containing all necessary details, expected deliverables, and minimum requirements for satisfactory performance.
4. The Contractor shall perform work only after receipt of the WO.

### 3.3 Completion and Acceptance

1. At the end of a particular Work under the WO, the Contractor shall submit to the Commission the deliverables within the period of performance stated in the respective WO. The deliverables may include:
   - Updated Software Design Documents;
2. If requested by the Commission in a WO, upon completion of the Work(s) under the WO, the Contractor may be required to provide an oral presentation (including slides/hand-outs as required) to the Commission at its Headquarters in Vienna.

3.4 Software Documentation
The Contractor shall, in the English language, document software development (i.e. source code), implementation and configuration, where appropriate.

3.5 Software Configuration and Installation
The Contractor shall configure and install enhancements into the code base and runtime system at the Commission. The Commission uses the source code control system ‘Git’ hosted on www.github.org for this purpose. Communication of source code and related items between the Commission and Contractor may be processed through the ‘github’ site, as arranged and agreed between the parties. The Contractor shall use the standard workflow methods in use at the Commission to document configuration and installation instructions.

3.6 Regular Review meetings
The parties shall conduct regular Review Meetings:

1. The Contractor’s personnel will analyse, and where appropriate gather sufficient user requirements to estimate the volume of work required to implement any requested enhancement or feature.
2. The Commission and Contractor shall meet regularly, and review the list of requested enhancements.
3. Following review, the Contractor will be requested to implement tasks as deemed appropriate by the Commission.
4. Review meetings shall also address the state of previously requested enhancement tasks, and accept completed tasks, ready for invoicing.
5. The JIRA Ticketing System (see 3.1) shall be used to track progress and register issues arising with each enhancement request. The JIRA Ticketing System also provides tools to manage SCRUM activities and artifacts in a scope of SCRUM framework (SCRUM Plugin).
6. Formal review of progress shall be agreed upon between the contractor and the Commission. Prior to such reviews, the contractor shall provide the finished work unit(s) to the Commission thus enabling the users to adjust their requirements as necessary.
7. As far as feasible, no modification or enhancement should impose dependencies on programming languages, software or vendors on the Commission, such as, but not limited to, forced upgrades, maintenance and licenses.

4 ADMINISTERING PERFORMANCE

4.1 Invoicing and Payment
The deliverables, after being evaluated and accepted as satisfactory by the Commission, will form the basis for invoicing and payment of a particular Work performed under a WO.

4.2 Term of Contract and Optional Extension
The Commission shall have the right, but not the obligation, to call-off Work in the form of Work Orders from signature of the Contract, until 12 months thereafter (“Initial Call-off Period”). The volume of work...
under the Initial Call-off Period will be limited to 420 person-days. This is an upper limit only, and the Commission reserves the right, at its sole discretion, to call-off less person-days or no person-days at all.

At the end of the Initial Call-off Period, or the depletion of the maximum number of person-days, whichever occurs first, the Commission shall have the option to extend the Call-off Period two times for 12 months each at the terms and conditions set out in this Contract. The effort under each extension will be limited to 420 person-days as well.

### 4.3 Location of Performance

The Contractor’s staff will perform most of the work off-site and they may be required to spend up to 50 person days onsite of the maximum number of persons-days per Call-off Period onsite at the Headquarters of the Commission in Vienna, Austria, mainly to get familiar with the particular (operational) environment of the Commission and to conduct any interviews deemed necessary by the Contractor with Commission staff under any of the relevant Tasks herein. The onsite days shall be agreed with the Commission prior to the issuance of the WO (see above).

The Contractor shall make all the travel arrangement (visas, hotels, etc.) for their staff. Airline tickets may be purchased by the Commission, should it be deemed appropriate at the time when work is called off, Daily Subsidiary Allowance (DSA) shall be calculated based on the values provided by the International Civil Service Commission (ICSC).

The Contractor may be required to travel to the Headquarters of the Commission in Vienna up to 4 times per call-off period.

### 5 REQUIREMENTS AND RESOURCES

#### 5.1 Requirements for the Contractor

The Contractor must have a proven record of developing Web Portals under Linux using the technologies outlined in Section 2.2.

The Contractor must be sufficiently large and stable to guarantee the level of long term support foreseen in these terms of reference.

The Contractor’s Personnel must include someone able to produce clear and concise reports for the users and technical staff of the Commission in English.

The Contractor staff are expected to work together with staff from the Commission and other contractors in one Scrum team.

The Contractor shall propose suitable project management and quality assurance methodologies (e.g. ISO 9001:2015).

#### 5.2 Requirements for the Contractor’s Personnel

In addition, the Contractor’s personnel performing the Work must have at least the following qualifications:
1. A university degree in a scientific or technical subject with a computing emphasis;
2. A minimum of three (3) years of professional experience within the last 5 years implementing full stack Java web-based systems.
3. At least three (3) years experience within the last 5 years implementing and designing Web Services (SOAP/REST);
4. A minimum of two (2) years of experience within the last 5 years in providing software development services using an Agile methodology, preferably Scrum or Kanban;
5. Proven experience within the last 5 years of working with the Enterprise Java Software Development stack preferably with the Spring Framework;
6. Practical knowledge of Oracle or PostgreSQL RDBMS;
7. At least two (2) years of experience within the last 5 years of using Liferay Portal;
8. Practical knowledge of Portal Technology especially JSR 168 compliant portals;
9. UNIX and Linux operating system knowledge (Solaris and Red Hat Enterprise Linux);
10. Experience with object-oriented development and design and with commonly used design patterns;
11. Experience with Javascript frontend web development frameworks, preferably for the Liferay portal;
12. At least three (3) years experience within the last 5 years designing and developing data access layers as well as physical data models for data driven applications;
13. Understanding of Devops principles and experience in building CI/CD pipelines is an asset;
14. Ability to communicate fluently in written and spoken English in a structured, clear and concise manner.

The Commission’s software which produces the data products is comprised of a set of highly complex applications with real-time processing constraints. The amount of domain knowledge that a software engineer needs to acquire in order to be effective in performing this work is not inconsiderable. For this reason continuity of staff throughout the contract is very important to the Commission.

5.3 Resources Provided by the Commission
The Commission’s software standards (available upon request) and guidelines must be followed for all modifications or enhancements.

Modifications to documentation and new documentation must conform to the Commission’s software documentation standards and templates.

The Contractor shall clearly describe the content, terms, conditions and cost (if any) of all warranties and guaranties.

5.4 Maintenance of Third Party Software
The Commission shall be responsible for the maintenance and updates fees of any installed 3rd party software acquired and used to implement any enhancement. For software introduced by the Contractor, this is subject to prior approval by the Commission’s staff at the progress meetings.

For designated Contractor Personnel the Commission will provide:

1. Remote access (Cisco VPN + SSH) to designated computer systems (servers) and software configuration management (version control);
2. During on-site work: workstation, access to Internet, stationery supplies
3. Physical access to selected areas of the Vienna International Centre; however, strict conditions and limitations on access and use of any accessed code or documentation described above will apply as
contained in the Contract. Access will be granted only upon request and approval by the relevant internal bodies;
4. The Commission will make the relevant source code, necessary sample data and documentation available to the Contractor;
5. The Commission will make qualified staff available to assist and cooperate in responding to information requests from the Contractor in order to allow the Contractor to carry out the Work.

All other resources are to be provided by the Contractor.

6 DELIVERABLES
A summary of Deliverables for the Work, detailed in the above sections.

6.1 Delivery of Enhancements
For each requested enhancement, the Contractor shall deliver:

1. A complete set of code to implement the change (via ‘Github’ or as otherwise agreed).
2. Any required documentation or change/update to existing documentation that may cover the modified software or behaviour of the web system.
3. Configuration and Installation information required with each enhancement.

6.2 Delivery of reports
At regular meetings, the Contractor shall submit to the Commission a summary report on the satisfactory completion of the particular on-request service(s), including, without limitations, detailed description of all work performed, review of all project activities, lessons learned and recommendations.

The deliverable and the summary report, after being evaluated under reasonable performance criteria and accepted as satisfactory by the Commission, will form the basis for invoicing and payment of a particular on-request service performed under a Work Order.

6.3 Meetings
If requested by the Commission in a Work Order, upon completion of the on-request service(s) under the Work Order, the Contractor may be required to provide an oral presentation (including slides/handouts as required) to the Commission at its Headquarters in Vienna.

As outlined in section 3.6, the Contractor shall participate in regular meetings to review Work Orders and progress. As far as possible, some of these meetings may be replaced by virtual meetings via remote meeting facilities, such as video conferencing equipment, as agreed by both parties.