INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS
CTBTO Ref. No.: 2021-0029/Jibril
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

Attn.: procurement@ctbto.org

Date: 06 Apr 21

Title of Request: Supply, Delivery and Installation of System for Veritas NetBackup, as per the attached Terms of Reference.

Deadline for Submission: 05 May 21
Vienna Local Time: 17:00

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description and Requirements</th>
<th>Quantity</th>
<th>U/M</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supp, Deliv and Instal of Sys. Veritas N</td>
<td>1</td>
<td>Lot</td>
</tr>
</tbody>
</table>

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

Yours sincerely,

[Signature]
Courtney Linley
Chief, Procurement Section
**ACKNOWLEDGEMENT FORM**

<table>
<thead>
<tr>
<th>Solicitation No:</th>
<th>2021-0029</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title:</strong></td>
<td>Supply, Delivery and Installation of System for Veritas NetBackup as per the attached Terms of Reference.</td>
</tr>
<tr>
<td><strong>Closing Date:</strong></td>
<td>05 May 21</td>
</tr>
<tr>
<td><strong>Vienna Local Time:</strong></td>
<td>17:00</td>
</tr>
</tbody>
</table>

**Procurement Staff:** Othman Jibril

**CTBTO Req. No.:** 0010017620

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

**WITHIN FIVE (5) DAYS**

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

by email to

procurement@ctbto.org

A: We shall submit our bid

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

B: We may submit and will advise

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

C: We will not submit a bid for the following reason(s)

- [ ] our current workload does not permit us to take on additional work at this time;
- [ ] we do not have the required expertise for this specific project;
- [ ] insufficient time to prepare a proper submission;
- [ ] other (please specify) ____________________________

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

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

1. General

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

This Invitation to Bid (ITB) is for the provision of goods/services/works as described in the attached Technical Requirement/Terms of Reference.

The Bid shall meet all requirements stated in these Instructions and the Technical Specifications.

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

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

This ITB consists of the following documents:
(a) Letter of Invitation
(b) These Instructions for Preparation and Submission of Bids including:
   - Attachment No. 1: Technical Evaluation Criteria
(c) The Commission’s License Agreement - (option A or B), (Annex A)
(d) The Commission’s General Conditions of Contract (Annex B)
(e) Terms of Reference (Annex C)
(f) Vendor Profile Form
(g) List of CTBT Member States
(h) Statement of Confirmation

3. Amendment of the ITB Documents

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

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

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

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

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

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

6. **Request for Clarifications and Contacting the Commission**

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

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re ITB No. 2021-0029/JIBRIL

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

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

7. **Eligible Goods and Services**

The goods and services (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 ITB. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

8. **Type of Contract and Payment**

The Commission intends to conclude a firm fixed price based on the Commission’s Contract. The terms and conditions of payment are as follows:

Within 30 days of receipt and acceptance of the goods/services and of the following documents:
(1) Invoice(s) showing price of equipment/goods, pre-paid packing and handling, transportation and freight, insurance, customs clearance and local delivery in Vienna Austria to CTBTO. 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 stamped by the Contractor and submitted to the Commission’s email addressed specified in the Contract. 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. and actual pre-paid transportation & insurance cost (if applicable);

(2) Air Way Bill and Packing List;

(3) Delivery Note acknowledged by VIC Receiving Area staff, showing all the items delivered;

(4) Certificate of Origin (original) or equivalent;

(5) Certificate of transportation insurance (copy);

(6) Acknowledgement Copy of the Contract with the Contractor’s signature;

(7) A copy of the documents reporting the result of equipment Acceptance Testing, approved and counter-signed by the Commission and/or the end-user (if applicable);

(8) The Contractor’s certificate, counter-signed by the Consignee/end-user, confirming the successful completion of the services (if applicable);

(9) Documentation supporting any incurred delivery cost (if applicable); and

(10) Any other relevant documents.

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

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

9. Content of the Bid

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

The Bid shall be composed of the following separate parts:

I. Technical Bid; and

II. Financial Bid;

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

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

1. Personnel

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

2. Documents Establishing the Eligibility and Qualifications of the Bidder

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

(a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods’ manufacturer or producer to supply the goods in the country of final destination;

(b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract.

(ii) Expertise of the Firm/Organization: This section shall provide details regarding the experience of the organization and a list of the projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB.

(iii) Management Structure and Key Personnel: This section shall provide information about the management structure and include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. Curriculum Vitae (CVs) should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

(iv) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term.

3. Statement of Confirmation

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

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

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

5. Manufacturer’s Part Number

The Bid shall include the Manufacturer’s Part Number for each Good required by the Commission under this ITB.

6. Sub-Contractors

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

7. Insurance

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

8. Delivery Schedule

Delivery time shall be indicated in weeks after receipt of an order and shall be firm during the validity of the Bid.

9. Model Contract

A statement that the bidder has carefully reviewed the Commission’s License Agreement, the Commission’s General Conditions of Contract, Draft Contract, and agreed to all terms and conditions. As applicable, these will form part of the contract for this procurement.

PART II: FINANCIAL BID

i. The Bid shall include the costs of the equipment/goods, packing and handling, insurance, transportation and freight, customs clearance (if applicable) and local delivery to Vienna, Austria to the office of CTBTO. The delivery terms shall be DAP (Delivered At Place; Incoterms 2020) door-to-door CTBTO, Vienna, Austria.
ii. The Bidder is required to prepare the Price Schedule using the Price Schedule Form attached to these Instructions for Preparation and Submission of Bids. The Bid shall include the costs of the services. In presenting the cost for each item, adequate justification and calculation must be included in the cost. All individual costs shall be stated in [EURO] or [US Dollars] and be computed to constitute the total Contract Price.

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.

[PLEASE CHOOSE THE ONE APPLICABLE OR IDENTIFY ANY TAX EXEMPTION AT SOURCE AS PER FACILITY AGREEMENT OR OTHER MEANS]

(1) For Austrian companies

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

(2) For European Union (EU) Companies [FOR PURCHASE FROM EU COUNTRIES]

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

(3) For Non-EU Companies (FOR PURCHASE FROM NON-EU OR NON-EUROPE COUNTRIES)

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Bid together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at source, applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.

i. Note that clear and detailed explanations would enable us to evaluate the Bid promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.
10. **Completeness and Correctness of the Bid**

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

11. **Evaluation of the Bid**

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

The detailed list of evaluation criteria is Attached to these instructions as Attachment 1.

(b) Subject to the conformance of the Technical Bid to the technical specifications, the Financial Bid shall be evaluated as follows:
   (i) contractual compliance;
   (ii) commercial acceptability.

(c) The Commission, based on the evaluation method given above, will determine the Bid which is the “*least costly technically acceptable Bid*”.

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

13. **Correction of Errors**

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

14. **Validity of the Bid**

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

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

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

The Commission also reserves the right to split the award for this project if so deemed desirable.
16. **Modification and Withdrawal of Bid**

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

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

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

18. **Right to Vary Requirements at the Time of Award**

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

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

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

20. **Proprietary Information**

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

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

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

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

b. At any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.
**BIDDER’S STATEMENT**
**PLEASE FILL THIS FORM & SUBMIT WITH THE BID**

<table>
<thead>
<tr>
<th>Delivery Time:</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Shipping weight (kg) and Volume (m³) – if applicable:</th>
</tr>
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<table>
<thead>
<tr>
<th>List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):</th>
</tr>
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<tbody>
<tr>
<td>□ For one year period □ For a period of ........................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Warranty period applicable (it shall be for five (5) years, starting from the acceptance of the goods/services by the Commission) – please tick below:</th>
</tr>
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<tbody>
<tr>
<td>□ For five (5) period □ For a period of ........................................</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Availability of local service in Vienna, Austria (if any):</th>
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</thead>
<tbody>
<tr>
<td>State country of origin or assembly of all items quoted:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity discount and early payment discount (if any):</th>
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</table>

<table>
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<tr>
<th>Include documentary evidence of qualifications to perform the order, which shall establish to the Commission’s satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.</th>
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</thead>
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<table>
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<tr>
<th>Included in this Bid : Yes □ No □</th>
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<table>
<thead>
<tr>
<th>Confirmation that the bidder has reviewed the Commission’s License Agreement, the Commission’s General Conditions of Contract, Draft Contract, and agreed to all terms and conditions.</th>
</tr>
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<tbody>
<tr>
<td>Remarks: □ □</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission’s State Signatories (Member States).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remarks: □ □</td>
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<table>
<thead>
<tr>
<th>Name:</th>
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<thead>
<tr>
<th>Name &amp; Title of Contact Person:</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>Signature &amp; date:</th>
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</thead>
</table>
Price Schedule Form
### Price Schedule Form

**Supply, Delivery and Installation, Services for the improvement, and Support of Storage System for Veritas NetBackup**

<table>
<thead>
<tr>
<th>Section</th>
<th>Item</th>
<th>Description (ToR)</th>
<th>QTY</th>
<th>Unit Price &amp; Currency</th>
<th>Total Price &amp; Currency</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>HARDWARE</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3.1</td>
<td>Item 1 (FIRM)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.1</td>
<td>Appliance or reference system defined in appendix A</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.2</td>
<td>Additional required components for storage connectivity</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>All cables, interfaces, GBICs and other ancillary items necessary to connect the devices to the Commission’s Ethernet and FC networks shall be included in the proposal</td>
</tr>
<tr>
<td>3.2</td>
<td>Capacity expansions (OPTIONAL) as per ToR</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Additional hardware items or substitutions if any</td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td>3.4</td>
<td>Hardware support and warranty 5 years for all Hardware items</td>
<td>5</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>SOFTWARE</td>
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<tr>
<td>4.1</td>
<td>Item 1 (FIRM)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4.1.1</td>
<td>All required Licenses for the Storage subsystem to provide highly available and redundant access</td>
<td>1</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>4.2</td>
<td>Item 2 (OPTIONAL)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>All required Licenses for Storage subsystem expansions defined in Section 3.2.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>Additional Veritas Netbackup TB License (must be compatible with the Commission’s existing Netbackup licenses). Please include the cost for 3 options:</td>
</tr>
<tr>
<td>a.</td>
<td>10 TB</td>
<td></td>
<td></td>
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<td>1</td>
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<tr>
<td>b.</td>
<td>20 TB</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>30 TB</td>
<td></td>
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<tr>
<td>4.3</td>
<td>Additional software items if any</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>SERVICES</td>
<td></td>
<td></td>
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<tr>
<td>5.1</td>
<td>Migration concept and planning (cost to be provided for the following two options):</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5.2</td>
<td>Migration execution as per ToR (cost if any)</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Integration with Databases and Message Brokers as per ToR (cost if any)</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5.4</td>
<td>Execution of the integration with databases and message brokers as per ToR (cost if any)</td>
<td>5</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5.5</td>
<td>Policy review (OPTIONAL)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>5.6</td>
<td>Consultancy services (OPTIONAL) during the 5 years Max. 20 person-days (per year). Please provide on-site unit cost including all costs (i.e. freight and DSA,...).</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.7</td>
<td>Software Support For the items specified under section 3 (cost to be provided in two options):</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>If payment is required (in front for 5 years)</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>If payment is required on yearly installments, bidder may propose schedule payments for support that enables the Commission to deduct penalty amount(s) if any.</td>
</tr>
<tr>
<td>b.</td>
<td>If payment is required on yearly installments, bidder may propose schedule payments for support that enables the Commission to deduct penalty amount(s) if any.</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.8</td>
<td>Further requirements for all services (Please see the ToR), price is not required for this item.</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.9</td>
<td>Additional items if any.</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### OPTIONS

**Please confirm price validity as requested:**

<table>
<thead>
<tr>
<th>Confirm (Yes, No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirm (Yes, No)</td>
</tr>
</tbody>
</table>

The Commission reserves the right to procure additional equipment and licenses (Sections 3 and 4), in the form of additional Purchase Orders, within one (1) year from the Commission’s acceptance of the equipment specified in these Terms of Reference.
### ATTACHMENT 1

**TECHNICAL EVALUATION CRITERIA**

Supply, Delivery and Installation, Services for the improvement, and Support of Storage System for Veritas NetBackup

<table>
<thead>
<tr>
<th>TOR Reference</th>
<th>Qty</th>
<th>Description</th>
<th>Pass/Fail (Yes/No)</th>
<th>Vendor1</th>
<th>Vendor2</th>
<th>Vendor3</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td><strong>Hardware</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>1</td>
<td>Item 1 (mandatory)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.1</td>
<td>1</td>
<td>Appliance or reference system defined in appendix A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.2</td>
<td></td>
<td>Additional required components for storage connectivity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td></td>
<td><strong>Capacity expansions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.1</td>
<td></td>
<td>is compatible with proposed system</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.2</td>
<td></td>
<td>includes multiple options (more than 3 options) for full shelf</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.3</td>
<td></td>
<td>includes multiple options (more than 3 options) for half shelf</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td></td>
<td><strong>Hardware support and warranty</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 years included</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td><strong>Software</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>1</td>
<td>Item 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td></td>
<td>All required Licenses for the Storage subsystem to provide highly available and redundant access are offered</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td></td>
<td>Item 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td></td>
<td>All required Licenses for Storage subsystem expansions defined in Section 3.2 are offered</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.2</td>
<td></td>
<td>Additional Veritas Netbackup TB License (must be compatible with the Commission’s existing Netbackup licenses). Proposal must include the cost for 10, 20 and 30 TB.</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td><strong>Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td></td>
<td>Migration concept and planning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td></td>
<td>Migration execution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td></td>
<td>Integration with Databases and Message Brokers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td></td>
<td>Execution of the integration with databases and message brokers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td></td>
<td>Policy review (optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.6</td>
<td></td>
<td>Consultancy services (optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.7</td>
<td></td>
<td>Software Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.8</td>
<td></td>
<td>Further requirements for all services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All requirements mandatory and optional are explicitly met/accepted by vendor
<table>
<thead>
<tr>
<th></th>
<th>Requirements for the supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Evidence is provided for all requirements</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8</th>
<th>Service Level Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Service level</td>
</tr>
<tr>
<td></td>
<td>The service level must meet or exceed the following standard Lenovo maintenance plans (for 5 years) or provide comparable SLA: Advanced Service - 5Yr 24x7 6Hr Committed Svc Repair + YourDrive YourData</td>
</tr>
<tr>
<td>8.2</td>
<td>Parts</td>
</tr>
<tr>
<td></td>
<td>Quality: Maintenance parts must be manufactured by the original equipment manufacturer, may not be altered by Vendor and must be new.</td>
</tr>
<tr>
<td></td>
<td>Shipping: Vendor agrees to utilize the most effective method necessary to obtain parts within the agreed upon time frame.</td>
</tr>
<tr>
<td>8.3</td>
<td>Additional Terms and Conditions</td>
</tr>
<tr>
<td></td>
<td>Geographic Location: Vendor must be able to deliver products and services to the Commission Headquarters in the Vienna International Centre, Vienna, Austria in the time frames and manner specified in this document. Vendors may use subcontractors but are fully responsible for the performance of the subcontractor.</td>
</tr>
<tr>
<td>8.4</td>
<td>Penalties</td>
</tr>
<tr>
<td></td>
<td>The bidder must express explicit agreement to the penalty clause. The breach of any of the service levels defined in this document and/or in the corresponding service levels defined by the equipment manufacturer shall entitle the Commission to a fine of 0.5% (half of a percent) of the cost of the services.</td>
</tr>
<tr>
<td></td>
<td>The bidder accepts that the support contract will be canceled after 5 (five) breaches of the required service levels.</td>
</tr>
</tbody>
</table>

**NB:** In order to pass the technical evaluation, bidders shall provide a bid meeting all the above requirements.
PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS IN 2 SEALED FILES

Given the current logistics restrictions at the Vienna International Centre as a result of the COVID-19 situation, the Commission invites you to submit your sealed bids in response to INVITATION TO BID- ITB No. 2021-0029/JIBRIL: Supply, Delivery and Installation, Services for the improvement, and Support of Storage System for Veritas NetBackup

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

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

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

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

Should you have any questions, please send an email to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the below process (including getting any necessary assistance from the Commission), as late bids will not be accepted.

INSTRUCTIONS:

In a WINDOWS environment, one way of meeting the requirements is as follows.

We recommend using the open-source, free software 7-zip, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive. In the below, we’ll use 7-zip as an example.

(You can download the 7-zip code for Windows at: 7-zip.org )

Creating the archives for submission
Regardless of whether the bid is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.
As an example of how to submit your bid in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the bid for “RFP 2020-0010/EDWALD”. (You will need to replace these elements with the real information for your actual bid.) Assuming further that you have installed the 7-zip software on the Windows system you are using. We will only go through the creation of the Technical bid component; the Financial bid component is similar.

![Figure 1 An example set of files to be submitted](image)

Select the four files and right-click; a Dialog box pops up, with one of the options being “7-ZIP >”. Hover your cursor over the “>” part and a few more options appear, select the “Add to archive” option.

Another dialog box pops up (see ‘Figure 2, Creating an Archive’, next page):

Using the standard Windows methods, select a suitable location for the archive (if you don’t change it, the archive gets created right where the selected files are), and give it a name in the form of: “SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID”, of course replacing all the elements with the true values for the bid in question: the actual company indicator, and the actual RFP identification string. Note that it is not possible to put a slash “/” in the filename, and therefore put a dash “-” instead. Leave the file extension “.zip” as is.

Leave all the other settings as is, except: add a password to the encryption (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner. **Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial bids.**
Now, we seek the “SHA1 Hash”, and electronic fingerprint of the archive you have just created. The hash is a string calculated from your file(s) and can be used to guarantee that the file hasn’t been modified since you created it. Any change to the file will result in a different hash value.

There are many ways of calculating this; two common options are described below. If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “CRC SHA >”. Hovering over the “>” brings a few more options to light, select the SHA-1 option. A smaller dialog pops up: (see Figure 3, SHA1 below). Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)
If this CRC SHA function is not available by ‘right-click’ on your Windows version, you can also do this from ‘the command line’, a slightly more complicated way. Open a CMD window (see sidebar below), move to the folder where your archive is, and execute the command:

```
certutil –has file SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip sha1
```

where you obviously replace the name of the file with your real file name. The output of this command is the SHA1 “hash”. You can copy-and-paste the string for use in the email (below).

Finally,

1. Create a new email, Subject: example- “SOFTCOMP-2020-0010-EDWALD”. Add the two compressed archives, that is, the Technical Bid and the Financial Bid archives as attachments. The text of the email should contain the SHA1 information for both archives.
   SEND THIS TO: sealed_bids@ctbto.org (note that there is an underscore “_” between “sealed” and “bids”). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)

2. Create a new email, Subject: example- “SOFTCOMP-2020-2010-EDWALD-Technical Bid” the contents of which must contain the Encryption Key for the Technical Bid (the password you used when creating the Technical Bid). (Again, note the underscore between ‘bid’ and ‘keys’.)
   SEND THIS TO: bid_keys@ctbto.org

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

The Financial Bid Encryption Key will need to be provided by you to the same e-mail (bid_keys@ctbto.org) within 48 hours of the Commission’s request, clearly marked in Subject: Encryption Key for (example): “SOFTCOMP 2020-2010 EDWALD-Financial Bid”. If your Bid is not considered “technically acceptable”, the Commission will not request an Encryption Key for your Financial Proposal, and it will remain unopened.

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

We recommend that you leave yourself plenty of time to complete the above process (including getting any necessary assistance from the Commission), as late bids will not be accepted.
CONTRACT

between

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

and

(INsert NAME OF THE CONTRACTOR)

for

the provision of services pertaining to

SUPPLY, DELIVERY AND INSTALLATION, SERVICES FOR THE
IMPROVEMENT, AND SUPPORT OF STORAGE SYSTEM FOR
VERITAS NETBACKUP

This Contract comprises this cover page, a table of contents, nine (9) pages of text, a signatories page, a List of
Annexes, and four (4) Annexes (A to D)

April 2021
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MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

“Annex A” means the Commission’s 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
“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 Contract, if applicable.
“Services” means the activities or tasks to be performed by the Contractor under the Contract as requested by the Commission under the Contract.
“Party(ies)” means the Commission and/or the Contractor, as the context requires.
“Rule(s)” means any regulation(s), official directive(s), ordinance(s), guideline(s), customs and practices.
“Taxes” means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.
2. **AIM OF THE CONTRACT**

The aim of this Contract is to provide goods and services, namely, Supply, Delivery and Installation, Services for the improvement, and Support of Storage System for Veritas NetBackup (hereinafter referred to as the “Services” or “Work”), for the Commission.

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

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 it shall be valid for five (5) years thereafter and until the Parties fulfill all their obligations hereunder.

4. **STANDARD OF WORK**

The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission’s consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

5. **RESPONSIBILITIES OF THE CONTRACTOR**

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

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

6. **ORGANISATION OF CONTRACT IMPLEMENTATION**

   (a) **Firm Hardware Equipment and firm Services (Sections 3.1, 3.3, 5.1-5.4 and 5.9 of Annex C)**

   The Contractor shall commence the performance of the delivery of the Hardware Equipment within 90 days from the Effective Date. No Purchase Orders by the Commission shall be required for initiating the provision of these Equipment and firm requirements under clause b and c below. The Services shall be completed in accordance with the respective completion dates set out in Annex D of the Contract.

   (b) **Firm Software (Section 5.7 of Annex C)**

   The Contractor shall install the Software. The installation shall be completed in accordance with the respective completion dates set out in Annex D of the Contract.

   (c) **Firm Hardware and Software Support (Sections 3.4, and 5.7 of Annex C)**

   The Contractor shall commence the performance of the hardware and software support upon the Commission’s acceptance of the Equipment and last for a period of five (5) years. The
Services shall be completed in accordance with the respective completion dates set out in Annex D of the Contract.

(e) **Optional Consultancy Services (Section 5.6 of Annex C)**

(i) During the term of the Contract, the Commission has the right, but not the obligation, to request consultancy services through the issuance of separate Purchase Orders in accordance with sections 2 and 5.6 of Annex C and up to 20 person/days during each year of the period referred to in section 5.6 of Annex C based on the firm fixed unit price set out in Annex D. The Contractor shall not perform any Work if not requested by the Commission through the Purchase Order.

(ii) The Purchase Order issued by the Commission shall be the basis for acceptance, invoicing, and payment of any on-request optional consultancy services performed by the Contractor.

(iii) The performance of the optional consultancy services shall be made in full in accordance with the respective Purchase Order. Partial service performance of the Purchase Order will not be accepted and reimbursed without prior written agreement by the Commission.

(iv) The optional consultancy services shall be performed at the place and within the approved Work Plan specified in the relevant Purchase Order.

(v) The Commission may revise the Purchase Order as and when it may deem necessary.

(f) **Optional Hardware, Optional Software, Optional Services, and Options (Sections 3.2, 4.2, 5.5 and 6 of Annex C)**

During the term of the Contract, the Commission has the right, but not the obligation, to order optional Hardware equipment and support Services through the issuance of separate Purchase Orders based on the firm fixed unit price set out in Annex D. The Contractor shall not perform any Work if not requested by the Commission through the Purchase Order.

7. **WARRANTY**

The provisions of Clause 28 of Annex B shall apply to the Services performed by 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 A.

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:

(i) For the firm Hardware Equipment and firm Services set out in sections 3.1, 3.3, 5.1-5.4 and 5.9 of Annex C, the firm fixed price pursuant to Annex D;

(ii) For the firm Software set out in section 4.1 of Annex C, the firm fixed price pursuant to Annex D;

(iii) For the firm Hardware and Software Support set out in sections 3.4 and 5.7 of Annex C, the firm fixed price pursuant to Annex D;

(iv) For the Optional Hardware, Optional Software, Optional Services, Optional Consultancy Services, and Options set out in sections 3.2, 4.2, 5.5, 5.6 and 6 of Annex C, the firm fixed unit prices pursuant to Annex D and the Purchase Order.

**[THE PRICE INDICATED IN THIS CLAUSE SHALL EXCLUDE TAXES.]**

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

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

(d) **[PLEASE IDENTIFY WHETHER TAXES ARE APPLICABLE UNDER THIS CONTRACT AND SELECT ONE OF THE FOLLOWING OPTIONS AT THE TIME OF AWARD]:**

The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 12 (e).

**OR**

No Taxes are applicable under this Contract.

12. **PAYMENT**

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

Contract No. XXXX-XXXX - Supply, Delivery and Installation, Services for the improvement, and Support of Storage System for Veritas NetBackup
[A progress payment schedule based on milestone deliveries may be included in the proposal. Any applicable Taxes shall be identified separately, and not be included in the Contract amount, i.e. “Upon [milestone] the amount of [EURO/US$] ______ [in numbers and words], and [indicate the applicable Tax] in the amount of [EURO/US$] ______ [in numbers and words].]

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

(c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.

(d) The Contractor shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Contractor’s official e-mail address in PDF format, duly signed and stamped 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.

[PARAGRAPH (e) BELOW ONLY APPLIES IF THERE ARE TAXES (SEE CLAUSE 11 (d) ABOVE). IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, PARAGRAPH (e) SHOULD BE OMITTED.]

(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 invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

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

17. DISCREPANCIES
If there are discrepancies or conflicts between any of the documents that are part of this Contract, the document to prevail shall be given precedence in the following order:
   i. this document;
   ii. License Agreement (Annex A)
   iii. General Conditions of Contract (Annex B);
   iv. Terms of Reference (Annex C);

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 or email address as the Party may substitute by notice after the date of the Contract):

(a) The Commission:

For Contractual Issues:

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

For invoices and related enquiries:

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

(b) The Contractor

Name:
Address:
Tel:
Email:

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;

(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.
Contract No. XXXX-XXXX - Supply, Delivery and Installation, Services for the improvement, and Support of Storage System for Veritas NetBackup
IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

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

[Name, Position/Title]

Date: ________________  Place: ________________

For and on behalf of [CONTRACTOR]:

[Name, Position/Title]

Date: ________________  Place: ________________
LIST OF ANNEXES

ANNEX A: THE COMMISSION’S GENERAL CONDITIONS OF CONTRACT
ANNEX B: THE COMMISSION’S TERMS OF REFERENCE
ANNEX C: THE CONTRACTOR’S PROPOSAL
ANNEX A

[Option 1 – to be used when the Contractor is the owner of the software]

LICENSE AGREEMENT

1. PREAMBLE

1.1. This License Agreement is part of the Contract entered between the Commission and the Contractor (hereinafter collectively referred to as the “Parties”).

1.2. The Contractor possesses intellectual property rights to the software (hereinafter referred to as the “Software”) and relevant documentation (hereinafter referred to as the “Documentation”).

1.3. The Contractor is willing to grant and the Commission desires to acquire a non-exclusive, non-transferable and irrevocable License as provided below.

1.4. The Parties hereto have agreed as follows.

2. DEFINITIONS

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

2.1. “License Agreement” means the present document.

2.2. “License” means the license to the Software and Documentation granted under this License Agreement.

2.3. “Documentation” means the Contractor’s copyrighted materials that document functions of the Software.

2.4. “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.

2.5. “Eligible Users” means the Commission’s employees and/or direct contractors.

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

3. GRANT OF RIGHTS AND LICENSES

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

3.2. The Commission is authorized to use the Software and Documentation only for activities related to the fulfilment of mandate and purposes of the CTBT including the performance of services of the Commission’s own commercial and/or government customers. The Commission 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 Commission agrees to protect the Software and the Documentation from use by, or disclosure or distribution to, persons who are not Eligible Users.

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

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

Capitalized terms shall have the same meaning as defined in the Contract and the General Conditions of Contract, unless expressly otherwise defined herein.
3.7. All title, ownership rights and intellectual property rights in and to the Software and the Documentation shall remain with the Contractor. The Commission acquires no title, right or interest in the Software or the Documentation, other than the License(s) specifically granted herein by the Contractor and the title to the media upon which the Software is delivered.

4. **SUPPLY OF SOFTWARE AND DOCUMENTATION**

4.1. The Contractor shall supply to the Commission a properly functioning and fully tested Software system, as well as its new versions, releases and/or upgrades.

4.2. The Contractor shall provide the Commission with the Documentation, as well as catalogues and other descriptive literature with respect to the Software and its new versions, releases and/or upgrades.

5. **WARRANTY**

5.1. The Contractor warrants that the licensing and use of the Software by the Commission 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 Commission by virtue of the infringement by the Contractor of a third party intellectual property rights through the grant of this Software License, the Contractor agrees, upon written notification of such claim by the Commission, to indemnify, hold and save harmless the Commission from and against all such suits, claims, demands and liability, including costs and expenses incurred by the Commission. The Commission shall give the Contractor due notice in writing of any such claim and, without prejudice to the Commission’s privileges and immunities under international law, the Commission shall give the Contractor the opportunity to defend the Commission against any such claim at its discretion.

6.2. If, as a result of any claim, suit or proceeding so defended, any of the Software is held to constitute an infringement or its use by the Commission is enjoined, the Contractor shall, at its option and expense, either (i) procure for the Commission 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 Contractor, then the Contractor shall not be held liable.

7. **INSOLVENCY AND BANKRUPTCY**

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

[Option 2 – to be used when the Contractor is not the owner of the software, but has a right to grant a license to the software]

LICENSE AGREEMENT

1. PREAMBLE

1.1. This License Agreement is part of the Contract entered between the Commission and the Contractor (hereinafter collectively referred to as the “Parties”).

1.2. The Contractor certifies that it has a right to grant a license (hereinafter referred to as the “License”) to the software (hereinafter referred to as the “Software”) and relevant documentation (hereinafter referred to as the “Documentation”) under this License Agreement, while the manufacturer of the Software retains all intellectual property rights to the Software and Documentation.

1.3. The Contractor is willing to grant and the Commission desires to acquire a non-exclusive, non-transferable and irrevocable License as provided below.

1.4. The Parties hereto have agreed as follows.

2. DEFINITIONS

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

2.1. “License Agreement” means the present document.

2.2. “License” means the license to the Software and Documentation granted under this License Agreement.

2.3. “Documentation” means the manufacturer’s copyrighted materials that document functions of the Software.

2.4. “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.

2.5. “Eligible Users” means the Commission’s employees and/or direct contractors.

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

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

3. GRANT OF RIGHTS AND LICENSES

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

3.2. The Commission is authorized to use the Software and Documentation only for activities related to the fulfilment of mandate and purposes of the CTBT including the performance of services of the Commission’s own commercial and/or government customers. The Commission 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 Commission agrees to protect the Software and the Documentation from use by, or disclosure or distribution to, persons who are not Eligible Users.

3.5. The Commission is authorized to make copies of the Documentation provided by the Contractor only for internal distribution. Copies of the Software may be made by the Commission only for back-up and archival purposes.
3.6. The Commission 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 and the Documentation shall remain with the manufacturer. The Commission acquires no title, right or interest in the Software or the Documentation, other than the License(s) specifically granted herein by the Contractor and the title to the media upon which the Software is delivered.

4. SUPPLY OF SOFTWARE AND DOCUMENTATION

4.1. The Contractor shall supply to the Commission a properly functioning and fully tested Software system, as well as its new versions, releases and/or upgrades.

4.2. The Contractor shall provide the Commission with the Documentation, as well as catalogues and other descriptive literature with respect to the Software and its new versions, releases and/or upgrades.

5. WARRANTY

5.1. The Contractor warrants that the licensing and use of the Software by the Commission 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 Commission by virtue of the infringement by the Contractor of a third party intellectual property rights through the grant of this Software License, the Contractor agrees, upon written notification of such claim by the Commission, to indemnify, hold and save harmless the Commission from and against all such suits, claims, demands and liability, including costs and expenses incurred by the Commission. The Commission shall give the Contractor due notice in writing of any such claim and, without prejudice to the Commission’s privileges and immunities under international law, the Commission shall give the Contractor the opportunity to defend the Commission against any such claim at its discretion.

6.2. If, as a result of any claim, suit or proceeding so defended, any of the Software is held to constitute an infringement or its use by the Commission is enjoined, the Contractor shall, at its option and expense, either (i) procure for the Commission 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 Contractor, then the Contractor shall not be held liable.

7. INSOLVENCY AND BANKRUPTCY

7.1. Should the Contractor become insolvent or be adjudged bankrupt, the Commission, after having paid the Contract Price, will retain the License to use the Software, whether or not the Commission elects to terminate the Contract 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, servants, employees or subcontractors.

(d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:

(i) Name the Commission as additional beneficiary;

(ii) Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against the Commission.

(e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.

(f) Any amounts not insured, not recovered from or not claimed by the insurer shall be borne by the Contractor.

(g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.

(h) The Contractor undertakes that provisions to the same effect as the provisions in sub-clauses (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

10. ENCUMBRANCES/LIENS

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

11. OBSERVANCE OF THE LAW

(a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the performance of its obligations under the terms of the Contract.

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

12. CONFIDENTIALITY

(a) All technical, financial or other documentation and data the Contractor compiled for or received from the Commission under the Contract shall be treated as confidential and shall be delivered only to the Commission’s authorized officials on completion of the Services or as requested by the Commission.

(b) Either Party acknowledges that all knowledge and information concerning the other Party that may be acquired in connection with the performance of its obligations under the Contract, including but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information of the other Party in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person and/or entity without the prior written consent of the other Party.

(c) The Contractor shall not, at any time, use such confidential information to its own advantage.

(d) The restrictions on confidentiality shall not apply to the information which:

(i) presently is in the public domain;

(ii) hereafter becomes part of the public domain without the other Party’s fault;

(iii) was in the possession of the other Party at the time of the disclosure, as shown by written evidence;

(iv) is disclosed to the other Party at any time hereafter by a third Party.

(v) is required to be disclosed to governing bodies, or to governmental authorities to the extent required by law or to obtain needed authorization to perform the Contract or pursuant to reporting requirements imposed by those governing bodies or the government of the State of the Contractor.

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

13. LANGUAGES, WEIGHTS AND MEASURES

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

14. PUBLICITY

(a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.

(b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.
15. 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 Contractor 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 fulfill 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 satisfactory accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission’s notice of termination.

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, 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 parts 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

Supply, Delivery and Installation Services for the Improvement, and Support of Storage System for Veritas NetBackup

1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission” or “CTBTO”) is the international organization established to carry out the effective implementation of the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion. The Treaty provides for a global verification regime, including a network of 337 stations worldwide, a communications system, an international data centre and on-site inspections to monitor compliance.

The Headquarters and the International Data Centre (IDC) of the Preparatory Commission are in Vienna (Vienna International Centre of United Nations). One fundamental task of the IDC is to provide States Parties with equal, open, timely and convenient access to agreed products and services to support their national CTBT verification requirements. To meet this task, the IDC performs a large fraction of the computationally intensive technical work required by most States Parties.

The Commission’s Veritas Netbackup system is running on a set of two Red Hat KVM Hypervisors providing Virtual Systems that run the Master and Media instances. Besides the two virtual systems we are running two physical Media servers to provide Tape Library access over FC. The Netbackup installation will be upgraded and transferred to new servers and the local tapes will be replaced by highly available disks.

2 SCOPE

The Commission desires to engage a Contractor to support the PTS in upgrading the current Netbackup infrastructure.

The Contractor shall recommend supported ways for migrating from the Commission’s existing Netbackup version 8.0 to the most recent version.

The pros and cons of the possible migration scenarios shall be presented and discussed with the Commission’s technical team in workshops (as defined in Section 5). The implementation of the chosen scenario, including support for the configuration of monitoring and configuration management tools is also part of the scope of the work to be delivered.

The current Hardware consists of two x86_64 systems with centralized storage. These two servers are running virtualized instances of the Netbackup Master and Media Servers. All proposed solutions shall be compatible and supported with the hardware procured by the Commission to run its Netbackup system as described in Appendix A or shall be equivalent to a Netbackup appliance as provided by Veritas.

Usable capacity of the storage shall be 180TB (Raid 6) and expansions shall be possible as listed in Section 3.2. Disk performance shall equal nearline SAS or better and storage components must be
hot-swappable. The proposal shall include all necessary additional components (expansion cards, etc) and cables to connect the specified server system in Appendix A to the storage.

The proposal shall include all necessary additional software components necessary to successfully implement any of the chosen migration scenarios.

All workshops shall be located on Premises or in Vienna and scale up to 4 Administrators of the PTS.

Throughout this document, items marked as optional are items which must be included in the proposal but for which the Commission shall have the right, but not the obligation, to procure.

## 3 HARDWARE

### 3.1 Item 1 (firm)

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<th>Qty</th>
<th>Description</th>
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<tr>
<td>3.1.1</td>
<td>1</td>
<td>Appliance or reference system defined in Appendix A</td>
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<td>3.1.2</td>
<td></td>
<td>Additional required components for storage connectivity</td>
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</table>

All cables, interfaces, GBICs and other ancillary items necessary to connect the devices to the Commission’s Ethernet and FC networks shall be included in the proposal.

### 3.2 Capacity expansions (optional)

The proposal shall include, as optional items, expansion packages that would allow the Commission to build and extend the disk capacity of the devices up to the maximum supported. The expansion packages shall be provided at the shelf and half-shelf level and must include all possible supported Disk size and population capacities. The expansion packages shall be compatible with the devices listed above and officially supported by the manufacturer. The proposal shall also include all licenses and support for the expansion packages with the same SLA as defined in Section 8.

### 3.3 Additional hardware items or substitutions

If the Contractor feels that an important or necessary item should be included, removed, modified or replaced, this should be clearly indicated and included in the proposal with a written justification or explanation.

### 3.4 Hardware support and warranty

All hardware parts shall be provided with support and warranty services for 5 years. The service level requirements are defined in Section 8.

## 4 SOFTWARE

### 4.1 Item 1 (firm)

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<th>Description</th>
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<tr>
<td>4.1.1</td>
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<td>All required Licenses for the Storage subsystem to provide highly available and redundant access</td>
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</table>
4.2 **Item 2 (optional)**

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<td>4.2.1</td>
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<td>All required Licenses for Storage subsystem expansions defined in Section 3.2.</td>
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<tr>
<td>4.2.2</td>
<td></td>
<td>Additional Veritas Netbackup TB License (must be compatible with the Commission’s existing Netbackup licenses). Proposal shall include the cost for 10, 20 and 30 TB.</td>
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</table>

4.3 **Additional software items**

If the Contractor feels an important or necessary item should be included/removed/modified, this should be clearly indicated and, if necessary, included as an additional item with a written justification and explanation.

5 **SERVICES**

5.1 **Migration concept and planning**

The Contractor shall develop a technical concept and migration plan. The concept’s main objective shall be to minimize any disruption during the migration to the new platform. Any additional software and/or licenses required to achieve a seamless migration shall be included in the proposal.

As part of the migration services, a workshop shall be held to discuss the migration concept and plan, as well as to allow the Commission’s technical staff to ask questions and suggest changes to the proposed plans. The Contractor shall update the documentation with any changes discussed and agreed during the workshop before starting the implementation.

The proposal shall include at least 2 scenarios:

1. Start from scratch (and keeping the existing setup running in parallel for a while)
2. Migrate the existing Veritas Netbackup domain to the new devices

This workshop shall take place no later than a month after the Contract is signed and the migration (Section 5.1) shall begin no later than 2 weeks after the workshop, unless otherwise agreed with the Commission. The initial proposal for the technical concept and the migration plan shall be presented at least one week before the workshop.

5.2 **Migration execution**

The Contractor shall execute the plan agreed with the Commission's technical team and provide proper documentation of the execution. The Commission will provide all necessary and required access for implementation of the plan.

5.3 **Integration with Databases and Message Brokers**

The Contractor shall develop a plan to integrate the new NetBackup setup with the Commission’s existing databases and message brokers:

- Oracle,
• PostgreSQL,
• MySQL,
• ElasticSearch,
• RabbitMQ

Any additional software and/or licenses required to achieve a seamless migration shall be included in the proposal.

A workshop shall be held to present the best practices, discuss the proposed concept, and to allow the Commission’s technical staff to ask questions and suggest changes to the proposed plans. The Contractor shall update the documentation with any changes discussed and agreed during the workshop before starting the implementation.

This workshop (Section 5.3) shall take place no later than a month after the contract is signed and the work shall begin no later than 2 weeks after this workshop, unless otherwise agreed with the Commission. The initial proposal for the technical concept and the integration plan shall be presented at least one week before the workshop.

5.4 Execution of the integration with databases and message brokers

The Contractor shall

1. support the Commission to integrate the new NetBackup Setup with its databases and message brokers;
2. configure the Netbackup appliances and software necessary for the integration;
3. provide full documentation of the integration, including an architectural description and backup and restore procedures.

The Commission will provide all necessary and required access for implementation of the plan.

5.5 Policy review (optional)

The proposal shall include optional services to review the existing backup policies prior to the migration to the new installation. The review shall be based on the current best practices and shall aim to make the setup more sustainable, maintainable and stable.

The Policy review shall include at least the following steps:

1. Review of the policies defined in the current Netbackup environment
2. Report of the suggested changes
3. Workshop to review and discuss the suggested changes
4. Implementation of the revised policies into the new devices

5.6 Consultancy services (optional)

For a period of five (5) years after the signature of the contract, the Commission shall have the right
but not the obligation to call-off a maximum of 20 person-days per year for consulting services for activities related to the Scope (section 2) of this ToR. The Consultancy Services shall be requested by the Commission in accordance with the Contract.

### 5.7 Software Support

For the items specified under section 3 above, the Contractor shall include in the proposal the pricing of maintenance and support for five (5) years starting from the Commission’s acceptance of the equipment specified in these Terms of Reference. Two payment options shall be included for the maintenance and support:

- a) one-time payment at the start of the 5-year period; and
- b) 5 yearly payments.

The Contractor shall offer a single point of contact (including telephone “hotline” number) for support requests for all offered equipment. On-site hardware support must be available 24 hours, seven (7) days a week with the service levels defined in Section 8.

All communications with respect to support and maintenance issues shall be conducted in the English language.

### 5.8 Further requirements for all services

All the services above shall be conducted together with the Commission’s personnel at the Commission’s headquarters and during working hours. All travel and accommodation expenses shall be included in the proposal.

All services, except for Consultancy services (Section 5.6), must be completed at the latest 6 months after the workshop described in Section 5.1 “Migration Concept and Planning”.

### 5.9 Additional items

If the Contractor believes an important or necessary item should be included/removed/modified, this should be clearly indicated and, if necessary, included as additional item with a written justification and explanation.

### 6 OPTIONS

The Commission reserves the right to procure additional equipment and licenses (Sections 3 and 4), in the form of additional Purchase Orders, within one (1) year from the Commission’s acceptance of the equipment specified in these Terms of Reference.

### 7 REQUIREMENTS FOR THE CONTRACTOR

The Contractor shall be a certified reseller and support partner of the equipment manufacturer. The Contractor shall demonstrate experience in the implementation and upgrade of Veritas NetBackup installations and shall be registered as a Veritas Partner at the Silver level or superior. The Contractor staff assigned to the services described in Sections 5.1 to 5.6 shall be certified as “VCS Veritas NetBackup”.

If subcontractors are used to fulfil these requirements, this fact must be clearly written in the proposal and the subcontractor’s certificates shall also be included.
8 SERVICE LEVEL SPECIFICATIONS

8.1 Service level
The service level shall be the following standard Lenovo maintenance plan (for 5 years)¹:
   Advanced Service - 5Yr 24x7 6Hr Committed Svc Repair + YourDrive YourData

8.2 Parts
Quality: Maintenance parts must be manufactured by the original equipment manufacturer, may not be altered by the Contractor and must be new.

Shipping: The Contractor agrees to utilize the most effective method necessary to obtain parts within the agreed upon time frame. Costs for shipping parts shall be the responsibility of the Contractor.

8.3 Additional Terms and Conditions

Geographic Location: The Contractor must be able to deliver products and services to the Commission Headquarters in the Vienna International Centre, Vienna, Austria in the time frames and manner specified in this document. The Contractor may use subcontractors but it remains fully responsible for the performance of the subcontractors.

Delivery: The Contractor shall deliver and install the hardware and software items within 90 days from the effective date of this Contract.

Subcontracting: If subcontractor(s) are going to be used, the subcontractor(s) and the functions they will perform must be clearly explained in the Contractor’s offer. The Contractor will be considered as the prime Contractor and will be responsible for performance whether or not subcontractors are used. All terms and conditions that apply to the Contractor will also apply to the subcontractors. During the life of the Contract, no subcontractor may be used without the express written approval of the Commission. The Commission reserves the right to approve subcontractors for work performed under this Contract. The Contractor shall replace subcontractors found to be unacceptable as reasonably determined by the Commission.

8.4 Penalties
The breach of any of the service levels defined in this document and/or in the corresponding service levels defined by the equipment manufacturer shall entitle the Commission to a fine of 0.5% (half of a percent) of the total value of the cost of the services per event of breach, which will be deducted from the Contractor’s invoices. The cumulative total of payments for failure to meet the quality of services shall not exceed 10% of the total value of the services.

The support contract will be canceled after 5 (five) breaches of the required service levels.

¹ For appliances, the hardware support and maintenance provided must provide a comparable SLA.
APPENDIX A

This appendix describes the reference system to be provided as part of these ToR. Any change or addition to this list shall be properly justified in accordance to Section 3.3.

**Pos. Qty Description**

1. 1 x Lenovo ThinkSystem SR950
2. 1 x Intel Xeon Platinum 8280 28C 205W 2.7GHz Processor
3. 4 x ThinkSystem 32GB TruDDR4 Performance+ 2933MHz (2Rx4 1.2V) RDIMM, performance memory configuration mandatory
4. 1 x ThinkSystem RAID 930-16i 4GB Flash PCIe 12Gb Adapter
5. 2 x ThinkSystem 2.5” HUSMM32 400GB Performance SAS 12Gb Hot Swap SSD FIPS
6. 1 x Intel X550-T2 Dual Port 10GBase-T Adapter
7. 1 x ThinkSystem 10Gb 2-port Base-T LOM (must be based on Intel chip, otherwise the vendor must provide an equivalent Intel based dual port NIC)
8. 1 x License (if required) to access remote console and storage redirection features
9. 2 x QLogic QLE2772 32Gb 2-Port PCIe Fibre Channel Adapter
10. 1 x Rail kit, cable management arm and a set of power cables
11. 1 x Compatible storage system with a minimum of:
    a) 180TB of usable storage
    b) Near-line SAS performance
    c) Fully hot-swappable
    d) Capable of RAID 6 disk configuration
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STATEMENT OF CONFIRMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name (print): _________________________ Signature: _________________________

Title/Position: _______________________

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

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1. Name of Company:</td>
<td></td>
</tr>
<tr>
<td>2. Street Address:</td>
<td>3. Telephone:</td>
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<tr>
<td>P.O. Box:</td>
<td>4. E-Mail:</td>
</tr>
<tr>
<td>City:</td>
<td></td>
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<tr>
<td>Zip Code:</td>
<td>5. Website:</td>
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<tr>
<td>Country:</td>
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<td>6. Contact Person:</td>
<td>7. Title:</td>
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<tr>
<td>7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)</td>
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</tr>
<tr>
<td>8. Year Established:</td>
<td>9. Number of Employees:</td>
</tr>
<tr>
<td>10. Gross Corporate Annual Turnover (US$m)*:</td>
<td>11. Annual Export Turnover (US$m)*:</td>
</tr>
<tr>
<td>12. Type of Business/Products:</td>
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<tr>
<td></td>
<td>Manufacturer ☐ Sole Agent ☐ Supplier ☐</td>
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<td></td>
<td>Other ☐ (please explain)</td>
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<td>13. Type of Business/Services/Work:</td>
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<td></td>
<td>Engineering ☐ Civil Work ☐ Governmental Institution ☐</td>
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<td></td>
<td>Other ☐ (please explain)</td>
</tr>
<tr>
<td>14. References (your main customers, country, year and technical field of products, services or work):</td>
<td>**</td>
</tr>
<tr>
<td>15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**</td>
<td>**</td>
</tr>
<tr>
<td>Organization:</td>
<td>Value in USS Equivalent:</td>
</tr>
<tr>
<td>Organization:</td>
<td>Value in USS Equivalent:</td>
</tr>
<tr>
<td>16. Summary of any changes in your company’s ownership during the last 5 years:</td>
<td></td>
</tr>
</tbody>
</table>

* 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:

<table>
<thead>
<tr>
<th>Product/Service/Work #</th>
<th>Product/Service/Work Description</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

18. This section shall be **signed and stamped** by an official legally authorized to enter into contracts on behalf of your organization:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Signature:</th>
<th>Date:</th>
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</table>

**Bank Details**

- Bank Name:
- Bank Address:
- Exact Account Holder Name:

**Beneficiary Details**

- Beneficiary Name: (exactly as stated on bank statements)
- IBAN: (if applicable)
- Account number:
- SWIFT/BIC:
- ABA/Sort Code:

**Additional Details** (if applicable)

- Correspondent bank:
- Correspondent account number:
- Correspondent SWIFT/BIC:
- Tax Identification Number:

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

** Please provide supplementary documentation on these items.