


REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2023-0108/RAHMAN 
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Date: 31 Jul 23

Fax:

Email:

Subject: Provision of NetApp Storage System Appliances and Services as per the attached Terms of Reference

Deadline for Submission: 05 Sep 23

Vienna Local Time: 17:00

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

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

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

Yours Sincerely,



For Sally Alvarez de Schreiner
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

| | |
|---|---------------------------------|
| Solicitation No: 2023-0108 | Closing Date: 05 Sep 23 |
| Title: Provision of NetApp Storage System Appliances and Services as per the attached Terms of Reference | Vienna Local Time: 17:00 |

Procurement Staff: Fazal Rahman

CTBTO Req. No.: 0010022266

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

WITHIN FIVE (5) DAYS

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

by email to
procurement@ctbto.org

A: We shall submit our proposal

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

B: We may submit and will advise

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

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

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

Company Name: _____
Contact Name: _____
Email/Tel: _____

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

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 Request for Proposal (RFP) is for the provision of *NETAPP STORAGE SYSTEM APPLIANCES AND SERVICES* (hereinafter referred to as the “Services”) as described in the Terms of Reference.

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

2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals with its Attachments:
 - Attachment 1: Mandatory Requirements of the Technical Proposal
 - Attachment 2: Evaluation Criteria and Method
 - Attachment 3: Procedure for submission of electronic bids
 - Attachment 4: Technical Compliance Form
 - Attachment 5: Price Schedule Form
- (c) List of CTBTO Member States
- (d) Statement of Confirmation
- (e) Vendor Profile Form
- (f) The Commission’s Model Contract and its Annexes A – C;
 - o The Commission’s Model License Agreement – Option 1 or Option 2, as applicable (Annex A)
 - o The Commission’s General Conditions of Contract (Annex B)
 - o Terms of Reference (Annex C)

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

3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

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

The Proposal 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 RFP as soon as possible after receipt of the solicitation documents, but in any case, no later than **10 business days prior to the Closing Date**. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re RFP No. 2023-0108/RAHMAN

The Commission will make all reasonable efforts to issue the clarifications not later than **7** business days prior to the Closing Date.

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

7. Eligible Goods and Services

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

8. Type of Contract and Payment

The Commission intends to conclude firm fixed unit prices Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 13 of the attached Model Contract.

9. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

Point of Contact

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

Statement of Confirmation and Vendor Profile Form

The attached Statement of Confirmation and Vendor Profile Form shall be duly filled-in, signed and submitted as part of the Technical Proposal.

Description of Services

An explanation of the bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services by providing section-by-section response to the Terms of Reference.

The Proposal shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications.

Specifications

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

In reference to section 2 of the Terms of Reference, any supplemental software license required to set up the items requested in the Terms of Reference, following the manufacturer's best practices, shall be provided, at the option of the Commission, in the proposal with a written justification and explanation.

In reference to section 3.6 of the Terms of Reference, a matrix documenting the compatibility must be attached to the Proposal.

In reference to section 5 of the Terms of Reference, The existing equipment list will be provided to the Contractor on explicit request during the bidding period. In this request, the Bidder must specify in full detail all items that they would like to know more about them. A Compatibility Matrix document certifying the compatibility must be included in the Proposal.

In reference to section 5.1 of the Terms of Reference, The following draft documents must be included in the proposal.

- Design and installation plan to be used as a starting point for the Design Workshop
 - Migration plan of existing NFS file systems from the old cluster nodes to the new cluster nodes
 - Acceptance-test document; must include comprehensive resiliency tests after the NetApp appliances are installed and fully configured. For example, loss of a single node, loss of single network interfaces, loss of single power supply storage failover, giveback
- All draft documents are subject to the approval of the Commission and shall be adapted until considered acceptable.

Commission's Inputs

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

Qualifications

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

Personnel

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

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

Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Quotations:

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

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

Sub-Contractors

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

Model Contract

A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions.

PART II: FINANCIAL PROPOSAL

- (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.
- (iii) The Financial Proposal shall contain, at the minimum, the firm fixed unit prices for the firm and optional Hardware, Software licenses, Work, and Services required by Terms of Reference.

Indirect Taxes

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation. “**Taxes**” means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

For Austrian companies

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

For European Union (EU) Companies

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

For Non-EU Companies

Instructions for preparation and submission of Proposals – Request for Services

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

10. Completeness and Correctness of the Proposal

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

11. Validity of the Proposal

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

12. Correction of Errors

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

13. Evaluation of the Proposal

- (a) The Commission will first conduct a technical evaluation based on the criteria specified in Attachment 2.
- (b) The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal that ‘most effectively satisfies the technical and operational requirements set out in the solicitation documents’ in accordance with the criteria specified in Attachment 2.
- (c) The Contract will be awarded to the bidder who receives the highest combined technical and financial score, subject to contractual acceptability.
- (d) The Commission may, at its own discretion, award more than one Contract to bidders who receive the highest combined score, subject to contractual acceptability.

14. Negotiations of the Proposal

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

15. Modification and Withdrawal of Proposal

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

16. The Commission's Right to Reject the Proposal

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

17. Costs of preparation and submission of the Proposal

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

18. Proprietary Information

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

Attachment 1

Instructions for Preparation and Submission of Proposal

Provision of NetApp Storage System Appliances and Services

Technical Proposal - Mandatory Table of Contents and Format

| Item | Minimum content |
|--|---|
| 1. Executive Summary | <ul style="list-style-type: none">• Provide an overview of proposal |
| 2. Experience, Resources and Project Management | |
| 2.1 Corporate Profile and Values | <ul style="list-style-type: none">• Background of company, ownership, size, location, profile• Discuss and show the relationship of any sub-contractors. |
| 2.2 Corporate Experience | <ul style="list-style-type: none">• Experience in managing and executing work of similar scope and complexity. Please provide a description of past projects of similar scope and complexity. |
| 2.3 Project Management Team and Staffing | <ul style="list-style-type: none">• Provide management structure and key personnel of the project. |
| 2.4 Availability of resources | <ul style="list-style-type: none">• Please address in as much detail as reasonable what resources you deem necessary for the successful implementation of the project and when they will be made available during the intended project implementation, in terms of:<ul style="list-style-type: none">– key personnel; |
| 2.5 Quality Management Plan | <ul style="list-style-type: none">• Provide a Quality Management Plan that describes how quality of services will be maintained throughout the Contract period.• Include QA certifications and applicable references, if applicable. |

| | |
|---|--|
| 3. Meeting the Requirements | |
| 3.1 Understanding of the project | <ul style="list-style-type: none"> • The bidder’s response should demonstrate a good understanding of the project as described in the Terms of Reference and describe in detail how the required tasks/services will be accomplished. • The bidder’s response should describe in detail the expected inputs/resources to be made available by the Commission. |
| 4. Experience of the Contractor | |
| | <ul style="list-style-type: none"> • Describe the software development methodologies used in past and current projects, highlighting experience with Agile software development methodologies. • Provide a list of projects managing cloud infrastructure support services, or any relevant project of a similar scope and complexity in large or medium-sized organizations |
| 5. Skills and Experience of key staff | |
| | <ul style="list-style-type: none"> • Provide the resume of the proposed key personnel which describes in detail all qualifications and experience specified in section 8 of the Terms of Reference. |
| 6. Attachments (as set out in the Instructions for the Preparation of Proposals) | |
| | <ul style="list-style-type: none"> • Statement of Confirmation • Vendor Profile Form • Statement regarding Model Contract |

| 1.QUALIFICATION REQUIREMENTS (PASS/FAIL) | PASS/FAIL |
|---|-----------|
| The Contractor is a NetApp Platinum partner | PASS/FAIL |
| Key personnel - Minimum 5 years or more of experience in designing and building NetApp NAS and SAN solutions. | PASS/FAIL |
| Mandatory draft document - Design and installation plan | PASS/FAIL |
| Mandatory draft document - Migration plan of existing NFS file systems | PASS/FAIL |
| Mandatory draft document - Acceptance-test document | PASS/FAIL |
| The proposed solution includes a compatibility matrix | PASS/FAIL |

Only bidders who pass all above criteria will be considered for the point system evaluation (2nd stage)

| 2.TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD | Points | | |
|--|-------------------|---------------|-----------------------|
| Quality of the Proposal | Max Points | Factor | Weighted score |
| Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity. | 5 | 2 | 10 |
| Understanding of the scope of work and the responsibilities of the Contractor | 5 | 1 | 5 |
| The proposed solution includes hardware installation, implementation, and integration support | 5 | 1 | 5 |
| The proposed solution includes software support services for five (5) years. | 5 | 1.5 | 7.5 |
| The proposed solution includes installation services for the optional HA-pair #2 requested in Section 3.2, and full integration into the existing cluster composed of HA-pair #1 (Section 3.1). | 5 | 2 | 10 |
| The proposed solution includes include installation services, including but not limited to the hard- and software installation, design, configuration, implementation, configuration and documentation of the optional items requested in Sections 3.3, 3.4, 3.5 and 3.6 | 5 | 2 | 10 |
| The software support service level for NetApp hard- and software products provided under the proposal meet or exceed the NetApp SupportEdge Premium plan | 5 | 2 | 10 |
| The proposed solution includes a draft design and installation plan to be used as a starting point for the Design Workshop | 5 | 1.5 | 7.5 |
| The proposed solution includes a draft migration plan of existing NFS file systems from the old cluster nodes to the new cluster nodes | 5 | 1.5 | 7.5 |
| The proposed solution includes a draft acceptance-test document, comprehensive of resiliency tests after the NetApp appliances are installed and fully configured | 5 | 1.5 | 7.5 |
| Subtotal | 50 | | 80 |
| Requirements for the Contractor | Max Points | Factor | Weighted score |
| The Contractor has Star partner level | 5 | 2 | 10 |
| The Contractor must be Integration Services Certified - ONTAP SAN | 5 | 2 | 10 |
| The Contractor must be Integration Services Certified – ONTAP | 5 | 2 | 10 |
| Requirements for the Contractor's personnel | Max Points | Factor | Weighted score |
| NetApp Certified Implementation Engineer—SAN Specialist (NCIE—SAN) | 5 | 1 | 5 |
| NetApp Certified Implementation Engineer—Data Protection Specialist (NCIE-DP) | 5 | 2 | 10 |
| 5 years or more of experience in designing and building NetApp NAS and SAN solutions. | 5 | 2 | 10 |
| Subtotal | 15 | | 25 |
| TOTAL - Technical Evaluation | 70 | | 115 |

Attachment 3

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

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

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

CRITICAL INFORMATION:

Create separate zip files for the technical offer and the financial offer (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 Offer only* (in accordance with the below instructions)!

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

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

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

INSTRUCTIONS:

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

We recommend using the open-source, free software **7-zip**, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive.

In the below, we'll use 7-zip as an example.

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

2. In **LINUX** environment, you can use, for instance, “sha1sum” on the command line.

Creating the archives for submission

Regardless of whether the offer is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.

As an example of how to submit your offer in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the offer for “RFP 2020-0010/EDWALD”. (You will need to replace these elements with the real information for your actual offer in line with the relevant Instructions for Preparation and Submission of Proposals/Bids.) Assuming further that you have installed the 7-zip software on the Windows system you are using.

We will only go through the creation of the Technical Offer (Proposal/Bid) component; the Financial Offer (Proposal/Bid) component is similar.

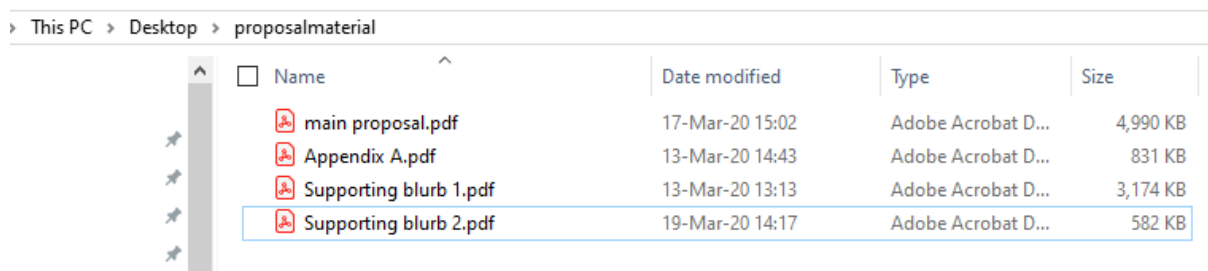


Figure 1 An example set of files to be submitted

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

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

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

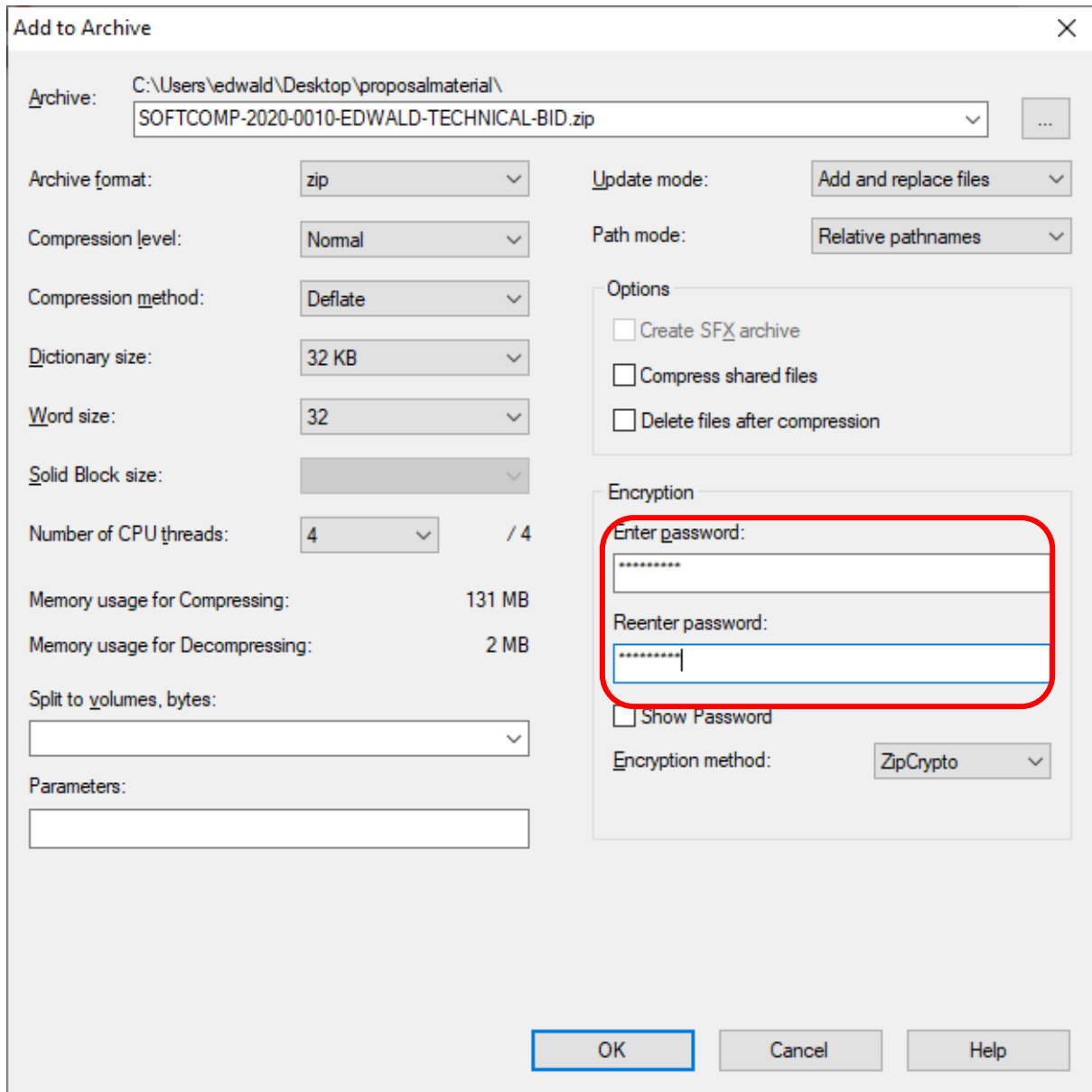


Figure 2 Creating an Archive

Now, we seek the “SHA1 Hash”, and electronic fingerprint of the archive you have just created. The hash is a string calculated from your file(s) and can be used to guarantee that the file has not been modified since you created it. Any change to the file will result in a different hash value.

There are many ways of calculating this; two common options are described below.

If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “CRC SHA >”. Hovering over the “>” brings a few more options to light, select the **SHA-1** option. A smaller dialog pops up: (see Figure 3, *SHA1* below).

Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)

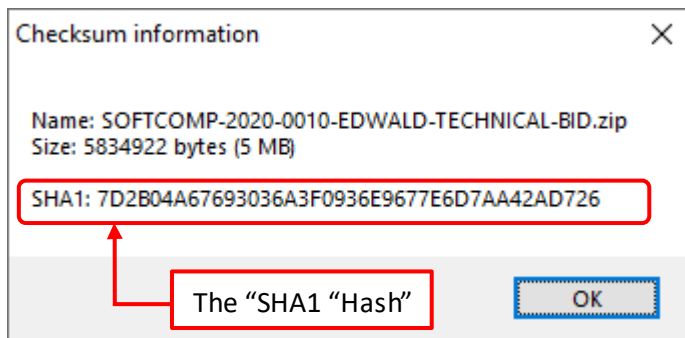


Figure 3 SHA1

If this CRC SHA function is not available by 'right-click' on your Windows version, you can also do this from 'the command line', a slightly more complicated way. Open a CMD window (see sidebar below), move to the folder where your archive is, and execute the command: `"certutil -hashfile SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip sha1"` where you obviously replace the name of the file with your real file name. The output of this command is the SHA1 "hash". You can copy-and-paste the string for use in the email (below).

Sidebar: How to open a CMD window in Windows:

The way to open a Command window (or 'terminal') depends on the version of Windows you have. The different methods are very clearly described in the following article, but a quick internet search will find multiple descriptions.

<https://www.lifewire.com/how-to-open-command-prompt-2618089>

Finally,

1. Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives. **SEND THIS TO:** sealed_bids@ctbto.org (note that there is an underscore "_" between "sealed" and "bids"). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)
2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password

you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.)

SEND THIS TO: bid_keys@ctbto.org

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

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

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

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

Attachment 4

TECHNICAL QUALIFICATION COMPLIANCE FORM

Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Proposal. Please refer to the relevant section of the Terms of Reference (TOR) and Instructions for Preparation and Submission of Proposals (RFP Instructions), as appropriate, for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

Mandatory Requirements of the Technical Proposal

| Ref. | Mandatory Requirements | Bidder's Response | | Indicate section in your proposal |
|------------------------------------|---|--------------------------|--------------------------|-----------------------------------|
| | | "Yes" " | "No" " | |
| TOR Section 7 | The Contractor is a NetApp Platinum partner | <input type="checkbox"/> | <input type="checkbox"/> | |
| TOR Section 8.1 | Key personnel - Minimum 5 years or more of experience in designing and building NetApp NAS and SAN solutions. | <input type="checkbox"/> | <input type="checkbox"/> | |
| RFP Instructions and Section 5.1 | Mandatory draft document: Design and installation plan | <input type="checkbox"/> | <input type="checkbox"/> | |
| RFP Instructions and Section 5.1 | Mandatory draft document: Migration plan of existing NFS file systems | <input type="checkbox"/> | <input type="checkbox"/> | |
| RFP Instructions Section 5.1 | Mandatory draft document: Acceptance-test document | <input type="checkbox"/> | <input type="checkbox"/> | |
| RFP Instructions and TOR Section 5 | The proposed solution includes a compatibility matrix | <input type="checkbox"/> | <input type="checkbox"/> | |

| Ref. | Other Requirements | Bidder's Response | | Indicate section in your proposal |
|-----------------|---|--------------------------|--------------------------|-----------------------------------|
| | | "Yes" " | "No" " | |
| TOR Section 7 | The Contractor has Star partner level (asset) | <input type="checkbox"/> | <input type="checkbox"/> | |
| TOR Section 7 | The Contractor must be Integration Services Certified - ONTAP SAN | <input type="checkbox"/> | <input type="checkbox"/> | |
| TOR Section 7 | The Contractor must be Integration Services Certified – ONTAP | <input type="checkbox"/> | <input type="checkbox"/> | |
| TOR Section 8.1 | NetApp Certified Implementation Engineer—SAN Specialist (NCIE—SAN) | <input type="checkbox"/> | <input type="checkbox"/> | |
| TOR Section 8.1 | NetApp Certified Implementation Engineer—Data Protection Specialist (NCIE-DP) | <input type="checkbox"/> | <input type="checkbox"/> | |
| TOR Section 8.2 | 5 years or more of experience in designing and building NetApp NAS and SAN solutions. | <input type="checkbox"/> | <input type="checkbox"/> | |

Attachment 5 - Price Schedule Form

Sample Format for Pricing - RFP No. 2023-0108 "Provision of NetApp Storage System Appliances and Services"

| Section in the Terms of Reference | Firm/Optional | Description | Quantity | Unit of Measure |
|-----------------------------------|---------------|---|----------|-----------------|
| 3.1 | Firm | Item 1 HA-pair one (firm) | 1 | LOT |
| 4.1 | Firm | Item 1 HA-pair one (firm) | 1 | LOT |
| 3.2 | Optional | Item 2 HA-pair two (optional) | 1 | LOT |
| 3.3 | Optional | Item 3 HA-pair three (optional) | 1 | LOT |
| 3.4 | Optional | Item 4 Capacity Packs (optional) | 1 | LOT |
| 3.5 | Optional | Item 5 Fiber Channel Switch (optional) | 1 | LOT |
| 3.6 | Optional | Item 6 Server NICs (optional) | 1 | LOT |
| 4.2 | Optional | Item 2 HA-pair two (optional) | 1 | LOT |
| 4.3 | Optional | Item 3 HA-pair three (optional) | 1 | LOT |
| 4.4 | Optional | Item 4 Capacity Packs (optional) | 1 | LOT |
| 4.5 | Optional | Item 5 Fiber Channel Switch (optional) | 1 | LOT |
| 4.6 | Optional | Item 6 Server NICs (optional) | 1 | LOT |
| 5.4 | Firm/Optional | Software support services for firm and optional items under section 3 of Annex C for five (5) years starting from the Commission's acceptance of the implementation | 1 | LOT |
| 6.1 | Optional | Consulting Services | 1 | Person Day |
| 6.2 | Optional | Cluster expansion | 1 | LOT |
| 6.3 | Optional | Installation Services for optional items | 1 | LOT |
| | | | | |
| | | | | |
| | | | | |
| | | Overall Total Price | | |

CTBTO Member States

| | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|-----------------------------|
| Afghanistan | Ethiopia | Mozambique | Tuvalu |
| Albania | Fiji | Myanmar | Uganda |
| Algeria | Finland | Namibia | Ukraine |
| Andorra | France | Nauru | United Arab Emirates |
| Angola | Gabon | Nepal | United Kingdom |
| Antigua and Barbuda | Gambia | Netherlands (Kingdom of the) | United Republic of Tanzania |
| Argentina | Georgia | New Zealand | United States of America |
| Armenia | Germany | Nicaragua | Uruguay |
| Australia | Ghana | Niger | Uzbekistan |
| Austria | Greece | Nigeria | Vanuatu |
| Azerbaijan | Grenada | Niue | Venezuela |
| Bahamas | Guatemala | North Macedonia | Vietnam |
| Bahrain | Guinea | Norway | Yemen |
| Bangladesh | Guinea-Bissau | Oman | Zambia |
| Barbados | Guyana | Palau | Zimbabwe |
| Belarus | Haiti | Panama | |
| Belgium | Holy See | Papua New Guinea | |
| Belize | Honduras | Paraguay | |
| Benin | Hungary | Peru | |
| Bolivia (Plurinational State of) | Iceland | Philippines | |
| Bosnia and Herzegovina | Indonesia | Poland | |
| Botswana | Iran (Islamic Republic of) | Portugal | |
| Brazil | Iraq | Qatar | |
| Brunei Darussalam | Ireland | Republic of Korea | |
| Bulgaria | Israel | Republic of Moldova | |
| Burkina Faso | Italy | Romania | |
| Burundi | Jamaica | Russian Federation | |
| Cambodia | Japan | Rwanda | |
| Cameroon | Jordan | Saint Kitts and Nevis | |
| Canada | Kazakhstan | Saint Lucia | |
| Cabo Verde | Kenya | Saint Vincent and the Grenadines | |
| Central African Republic | Kiribati | Samoa | |
| Chad | Kuwait | San Marino | |
| Chile | Kyrgyzstan | Sao Tome and Principe | |
| China | Lao People's Democratic Republic | Senegal | |
| Colombia | Latvia | Serbia | |
| Comoros | Lebanon | Seychelles | |
| Congo | Lesotho | Sierra Leone | |
| Cook Islands | Liberia | Singapore | |
| Costa Rica | Libya | Slovakia | |
| Cote d'Ivoire | Liechtenstein | Slovenia | |
| Croatia | Lithuania | Solomon Islands | |
| Cuba | Luxembourg | South Africa | |
| Cyprus | Madagascar | Spain | |
| Czech Republic | Malawi | Sri Lanka | |
| Democratic Republic of the Congo | Malaysia | Sudan | |
| Denmark | Maldives | Suriname | |
| Djibouti | Mali | Sweden | |
| Dominican Republic | Malta | Switzerland | |
| Ecuador | Marshall Islands | Tajikistan | |
| Egypt | Mauritania | Thailand | |
| El Salvador | Mexico | Timor-Leste | |
| Equatorial Guinea | Micronesia, Federated States of | Trinidad and Tobago | |
| Eritrea | Monaco | Togo | |
| Estonia | Mongolia | Tunisia | |
| Eswatini | Montenegro | Türkiye | |
| | Morocco | Turkmenistan | |

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.
- o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.¹

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

¹ <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK

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

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

17. List of Products/Services/Work offered:

| Product/Service/Work # | Product/Service/Work Description |
|------------------------|----------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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

Name: Title: Signature: Date:

| Bank Details | Beneficiary Details |
|----------------------------|--|
| Bank Name: | Beneficiary Name: <small>(exactly as stated on bank statements)</small> |
| Bank Address: | IBAN: <small>(if applicable)</small> |
| Exact Account Holder Name: | Account number: |
| | SWIFT/BIC: |
| | ABA/Sort Code: |

| Additional Details <small>(if applicable)</small> |
|---|
| Correspondent bank: |
| Correspondent account number: |
| Correspondent SWIFT/BIC: |
| Tax Identification Number: |

| FOR CTBTO USE ONLY | | |
|--------------------|----------|-------|
| Evaluated By: | Initials | Date: |
| Updated By: | Initials | Date: |
| Remarks: | | |

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

MODEL CONTRACT

(Shopping Cart No.)
(SAP No.)

between

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

and

THE NAME OF THE CONTRACTOR

for

the provision of services pertaining to
PROVISION OF NETAPP STORAGE SYSTEM APPLIANCES AND
SERVICES

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

July 2023

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[TO BE UPDATED ONCE SPECIFIC CONTRACT IS PREPARED]

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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 [NAME OF THE CONTRACTOR] (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 dated

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

“**Contractor**” means the legal entity named in the preamble of this Contract or its successors. The Contractor shall be the only interface for all matters pertaining to execution of the Work under this Contract.

“**Party(ies)**” means the Commission and/or the Contractor, as the context requires.

“**Rule(s)**” means any regulation(s), official directive(s), ordinance(s), guideline(s), customs and practices.

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

“**Work**” means all the goods and services to be provided by the Contractor, including its affiliates and/or subcontractors, in order to fulfil all its obligations under the Contract, and the remedying of any defects therein.

“**Software**” means the software licenses described in Annex C and provided by the Contractor under this Contract.

“**Hardware**” means the hardware described in Annex C and provided by the Contractor under this Contract.

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

“**Purchase Order (‘PO’)**” mean orders issued by the Commission which specify the (parts or portions of) Work (optional Hardware or optional software licenses) to be delivered by the Contractor upon request by the Commission in accordance with Annexes **C and D**.

2 AIM OF THE CONTRACT

The aim of this Contract is to provide Goods and Services namely, PROVISION OF NETAPP STORAGE SYSTEM APPLIANCES AND SERVICES (hereinafter referred to as the “Work” and/or the “Goods and Services” and /or the “Services”) to 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 or until the Parties fulfill all their obligations hereunder.

4 STANDARD OF WORK

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

5 RESPONSIBILITIES OF THE CONTRACTOR

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

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

6 ORGANISATION OF CONTRACT IMPLEMENTATION

(a) Firm Hardware

The Contractor shall provide Hardware **Item 1 HA-pair one (firm)** in accordance with Section 3.1 of Annex C in accordance with Annexes C and D.

(b) Firm Software

The Contractor shall provide Software **Item 1 HA-pair one (firm)** in accordance with Section 4.1 of Annex C in accordance with Annexes C and D.

The Contractor shall commence delivery of the firm hardware and software within a period of three (3) to six (6) months from the Effective Date. No PO by the Commission shall be required for initiating the provision of the firm Hardware, Software.

(c) Optional Hardware

The Contractor shall provide Optional Hardware in accordance with Section 3 of Annexes C, as specified below:

- (i) **Item 2 HA-pair two (optional)** in accordance with Section 3.2 of Annex C;
- (ii) **Item 3 HA-pair three (optional)** in accordance with Section 3.3 of Annex C;
- (iii) **Item 4 Capacity Packs (optional)** in accordance with Section 3.4 of Annex C;
- (iv) **Item 5 Fiber Channel Switch (optional)** in accordance with Section 3.5 of Annex C;
- (v) **Item 6 Server NICs (optional)** in accordance with Section 3.6 of Annex C.

(d) Optional Hardware and Software

The Contractor shall provide Optional Software in accordance with Section 4 of Annex C, as specified below:

- (i) **Item 2 HA-pair two (optional)** in accordance with Section 4.2 of Annex C;
- (ii) **Item 3 HA-pair three (optional)** in accordance with Section 4.3 of Annex C;
- (iii) **Item 4 Capacity Packs (optional)** in accordance with Section 4.4 of Annex C;
- (iv) **Item 5 Fiber Channel Switch (optional)** in accordance with Section 4.5 of Annex C;
- (v) **Item 6 Server NICs (optional)** in accordance with Section 4.6 of Annex C.

(e) Call off Optional Hardware and Software:

The Commission shall have the option but not the obligation to call off additional Hardware and Software stipulated under Sub-Clauses b and d above, in the form of additional separate POs, within two (2) years of the Commission's acceptance of the firm items as specified in Section 9 of Annex C.

(f) Software Support Services

The Contractor shall provide software support services in accordance with Section 5.4 of Annexes C.

The Contractor shall commence the provision of the firm software support Services upon the Commission's acceptance of the Hardware, and the support Services shall continue for a period of five (5) years from the date of acceptance of the Hardware.

(g) Optional Consultancy Services:

During each year of the support services period referred to in Section 5.4 of Annex C, the Commission has the right, but not the obligation, to request optional consulting services through the issuance of separate WOs in accordance with Sections 6.1 of Annex C, for up to 10 person-days each year based on the firm fixed unit price set out in Annex D. The Contractor shall not perform any Optional Consulting Services if not requested by the Commission through a WO.

(h) Optional Cluster expansion:

In accordance with Sections 6.2 of Annex C, the Commission has the right, but not the obligation, to order optional Cluster expansion services through the issuance of separate POs, within two (2) years of the Commission's acceptance of the firm items as specified in Section 9 of Annex C, based on the firm fixed unit prices set out in Annex D. The Contractor shall not provide any Optional Services if not requested by the Commission through a Purchase Order.

(i) Optional Items:

(i) A WO or PO issued by the Commission shall be the basis for acceptance, invoicing and payment of any Optional Hardware, Software or Services provided by the Contractor.

(ii) The provision of any Optional Hardware, Software, and Services shall be made in full in accordance with the respective WO or PO. Partial provision of any such optional items under a WO or PO shall not be accepted and paid without prior written agreement by the Commission.

- (iii) Optional Hardware, Software and Services shall be provided at the place and within the approved Work Plan specified in the relevant WO or PO.
- (iv) The Commission may revise a WO or PO as and when it may deem necessary.

7 WARRANTY

- (a) The provisions of Clause 33 of Annex B shall apply to the Work performed by the Contractor.
- (b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of the Contractor.

8 PERMITS, NOTICES, LAWS AND ORDINANCES

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission. This shall include, but not be limited to, work permits, visa, or similar.
- (b) The Contractor shall give all notices required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

9 PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
 - (ii) all the Work, equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
 - (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property,

including posting danger signs and other warnings against hazards and promulgating safety regulations.

- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex B.

10 RESPONSIBILITIES OF THE COMMISSION

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Work is 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 Work.

11 CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, as follows:
 - (i) For the firm Hardware and Software referred to in Clauses 6 (a) and 6 (b) above, the firm fixed prices pursuant to Annex D;;
 - (ii) For software support Services referred to Clause 6 (f) above, the firm fixed prices pursuant to Annex D;
 - (iii) For Optional Hardware, Software, and Services referred to in Clauses 6 (c), 6 (d), 6 (g) and 6 (h) above, the firm fixed unit prices pursuant to Annex D, as set out in the relevant WO or PO;

hereinafter referred to as the "Contract Price".

- (c) The unit prices set out in **Annex D** shall be held fixed for the entire duration of the Contract.
- (d) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel,

allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).

- (e) The applicable Daily Subsistence Allowance (DSA) shall be the United Nations DSA rates for Vienna (Austria) applicable at the time of the trip (if required).
- (f) **[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 16(e) below.

OR

No Taxes are applicable under this Contract.

12 PAYMENT

- (a) The Contract Price shall be paid upon satisfactory completion of each deliverable for the Work and satisfactory completion of each WO or PO and submission of the following:
 - i) Invoice drawn up in accordance with this Clause 13;
 - ii) Any other documentation that might be required under the applicable WO.
- (b) The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per Sub-Clause (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 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 12 (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 Work and shall supersede all prior agreements and representations between the Parties in this respect. **Annexes A to D** shall constitute integral parts of this Contract and shall be of full force and effect.

17 DISCREPANCIES

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

- (i) This document;
- (ii) The Commission's License Agreement (Annex A);
- (ii) The Commission's General Conditions of Contract (Annex B);
- (iii) The Commission's Terms of Reference (Annex C);
- (iv) The Contractor's Proposal (Annex D);
- (v) The relevant WO.

18 SEVERABILITY

If any term and/or provision of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

19 NO WAIVER

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

20 CONTRACT AMENDMENT

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by duly authorized Representatives of the Parties.

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:

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

For related enquiries:

Payments@ctbto.org

- (b) The Contractor:

For Contractual Issues and Invoices and Related Enquiries:

*Name:
Title
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.

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 and Position

Date: _____

Place: Vienna, Austria

For and on behalf of **[REGISTERED NAME OF THE CONTRACTOR]:**

Name and Position

Date: _____

Place: _____

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S LICENSE AGREEMENT

ANNEX B: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

ANNEX C: THE COMMISSION'S TERMS OF REFERENCE

ANNEX D: THE CONTRACTOR'S PROPOSAL

ANNEX A

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

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.

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 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 license, 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.

ANNEX A

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

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.
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- 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.

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 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 license, 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.

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 laws and customs and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL

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

8. CONFLICT OF INTEREST

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

9. INSURANCES

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

10. ENCUMBRANCES/LIENS

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

11. OBSERVANCE OF THE LAW

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

performance of its obligations under the terms of the Contract.

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

12. CONFIDENTIALITY

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

13. LANGUAGES, WEIGHTS AND MEASURES

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

14. PUBLICITY

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

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

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

15. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES

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

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

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

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

17. DEFAULT BY THE CONTRACTOR

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

18. WITHHOLDING OF PAYMENT

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

19. LIQUIDATED DAMAGES

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

20. FORCE MAJEURE

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

21. INSOLVENCY AND BANKRUPTCY

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

forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

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

23. AMICABLE SETTLEMENT

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

24. ARBITRATION

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

25. PRIVILEGES AND IMMUNITIES

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

25(a). TAX EXEMPTION

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

26. TERMINATION

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

27. GOODS

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

28. WARRANTY

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

29. INSPECTIONS AND TESTS

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

30. PACKING

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

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m³, D Kg.) and shall be marked as follows:

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

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

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

31. DELIVERY AND TRANSPORTATION

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

32. TAKE-OVER/HAND-OVER

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

33. EXPORT LICENCES

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

34. SPARE PARTS

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

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

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

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

36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights¹ and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct².
- (c) to take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) certify that they have not and will not engage in harassment or sexual harassment, proscribed practices or any further practice described in Clauses 37, 38, 39, 40

¹ UN Guiding Principles on Business and Human Rights, available at https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf.

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

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

37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

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

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

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

38. PROSCRIBED PRACTICES

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

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

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

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

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

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

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

39. CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be

protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

40. MINES

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

41. TERRORISM

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

42. FULL DISCLOSURE

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

43. DATA PROTECTION

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

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

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

44. ESSENTIAL TERMS

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

ANNEX C

TERMS OF REFERENCE

For the Provision of NetApp Storage System Appliances and Services

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Introduction

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission” or “CTBTO”) is the international organization setting up the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (hereinafter referred to as the “Treaty” and/or the “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 stations worldwide, a communications system, an International Data Centre, and on-site inspections to monitor compliance. More information can be found under www.ctbto.org

1.1 Background

The current CTBTO PTS Storage System is based on one dual-controller Hitachi Data Systems VSP G1500 with 1.5 PB (petabyte) block storage, delivered through Fibre Channel protocol. This storage system comprises three Tiers: Tier 1 consists of Flash Module Drives (FMD), Tier 2 consists of Serial Attached SCSI (SAS) disks and Tier 3 of Nearline-SAS disks. A four-node Netapp cluster (FAS8200) with 200 TB (Terabyte) provides Network File System (NFS) file storage services. Two Brocade X6-4 Director fiber-channel switches shall be replaced by modern and smaller units. Those FC switches shall connect the Commission’s existing equipment, like the backup and archive system, the Oracle Storage Tek SL3000 tape library and possibly high-performance clients (e.g., Oracle DB servers).

2 Scope of work

The scope of the work under the Contract is to deliver, install, design, deploy, integrate, and support the new NetApp appliance Cluster System at the Commission’s premises in Vienna, Austria.

The Commission wants to consolidate its storage concept and setup and therefore wishes to engage a Contractor for provisioning, designing, installing, configuring, and integrating a highly available clustered NetApp storage system solution to replace all mentioned above storage systems. The new storage system must provide block, file, and object storage to satisfy the demanding capacity and performance needs of the Commission’s requirements. Those include but are not limited to unstructured data NFS shares, database systems (Oracle, Postgres, RabbitMQ, MariaDB), virtualization platforms based on Red Hat Enterprise Linux (RHEL) clusters with highly available kernel-based virtual machines (HA-KVM) and VMware for Server and Virtual Desktop Infrastructure (VDI), emerging technologies like Amazon Elastic Kubernetes Service Anywhere (EKS-A), and the PTS archive system based on Oracle Hierarchical Storage Manager (HSM).

Further mandatory requirements for this project are listed below, which shall be provided by the Contractor:

- All additional hardware equipment required to install and fully connect the equipment requested in these Terms of Reference into the Commission’s existing racks. This includes but is not limited to power cords (IEC-60320 C13/C14 connectors), network and fibre-channel cables, rack rails and cable management systems.
- All necessary software licenses for the operating system (OS) and various access protocols.
- Services for the hard- and software installation, solution design, configuration, implementation, integration, documentation, and maintenance support (warranty) of all items requested in these Terms of Reference.

Moreover, any supplemental software license required to set up the items requested in these Terms of Reference, following the manufacturer’s best practices, shall be provided, at the option of the Commission.

The Commission may request the optional items defined in these Terms of Reference at its sole discretion.

3 Hardware

All nodes must be connected as redundant as possible in terms of power and network (FC and LAN). The Contractor shall include energy, cooling and weight specifications of all firm and optional items requested below.

3.1 Item 1 HA-pair one (firm)

This item consists of one HA-pair (referred to as HA-pair #1), which will replace the existing 4-node NetApp file cluster (NFS), and the Tier 1 (FMD) and Tier 2 (SAS) portion of the existing HDS VSP G1500 block storage (additional capacity is specified as option in section 3.2, item 6).

| Item | Qty | Description |
|------|-----|---|
| 1 | 1 | NetApp AFF A900 HA-pair, 128 x 2.20 GHz CPU cores, 128 GB NVRAM, 2048 GB RAM |
| 2 | 1 | Minimum of 500 TB usable high performance disk capacity, not taking into account any efficiency technologies |
| 3 | 24 | 25 Gbit/s Ethernet interface (optical SFP) – minimum 2 PCIe cards per node |
| 5 | 16 | 32 Gbit/s fiber-channel interface (optical SFP), all ports in Target mode (no Initiator, and no foreign LUN import required) – minimum 2 PCIe cards per node |
| 6 | 1 | All required ancillary equipment to fully connect and install the system, including but not limited to power cords (IEC-60320 C13/C14 connectors), network and rack rails and cable management systems. |

Table 1

3.2 Item 2 HA-pair two (optional)

This item (referred to as HA-pair #2) replaces the Tier 3 (Nearline SAS/SATA) portion of the existing HDS VSP G1500 and will serve file (NFS) and block capacity (iSCSI and FCP).

| Item | Qty | Description |
|------|-----|---|
| 1 | 1 | NetApp AFF C800 HA-pair, 96 x 2.10 GHz CPU cores, 64 GB NVRAM, 1280 GB RAM |
| 2 | 1 | Minimum of 500 TB usable performance SSD capacity, not considering any efficiency technologies |
| 3 | 4 | 25 Gbit/s Ethernet interface (optical SFP) |
| 4 | 2 | 10 Gbit/s Ethernet interface (optical SFP) |
| 5 | 8 | 32 Gbit/s fiber-channel interface (optical SFP) |
| 6 | 1 | All required ancillary equipment to fully connect and install the system, including but not limited to power cords (IEC-60320 C13/C14 connectors), network and fiber-channel cables, rack rails and cable management systems. |

Table 2

3.3 Item 3 HA-pair three (optional)

This item (referred to as HA-pair #3) will reside in a separate fire section of the VIC (Vienna International Centre) and serve as destination for additional (third) backup and archive copies. If this option is selected it must be installed in the Commission's computing room in VIC building E room 0538.

| Item | Qty | Description |
|------|-----|---|
| 1 | 1 | NetApp AFF C250 HA-pair, 24 x 2.10 GHz CPU cores, 16 GB NVMEM, 128 GB RAM |
| 2 | 1 | 500 TB usable performance SSD capacity, not considering any efficiency technologies |
| 3 | 4 | 10 Gbit/s Ethernet interface (copper 10G Base-T) |
| 4 | 1 | All required ancillary equipment to fully connect and install the system, including but not limited to power cords (IEC-60320 C13/C14 connectors), network and fiber-channel cables, rack rails and cable management systems. |

Table 3

3.4 Item 4 Capacity Packs (optional)

Additional Capacity packs for all storage appliances offered. The size and disk type must match the hardware items requested in sections 3.1 to 3.3 so that existing storage aggregates can seamlessly and without disruption be expanded with the capacity packs. A minimum number of disks for best performance shall be adhered, following NetApp's best practices. The size of the capacity pack shall be adjusted to meet the best practices.

| Item | Qty | Description |
|------|-----|--|
| 1 | 1 | Capacity packs for Netapp A900, minimum capacity size 10TB |
| 2 | 1 | Capacity packs for Netapp C800, minimum capacity size 10TB |
| 3 | 1 | Capacity packs for Netapp C250, minimum capacity size 10TB |

Table 4

3.5 Item 5 Fiber Channel Switch (optional)

Two fiber-channel switches for redundantly connecting the Commission’s existing equipment which requires fiber-channel.

| Item | Qty | Description |
|------|-----|---|
| 1 | 2 | 48 (minimum) x 32Gbit/s port Brocade Gen 6 fiber-channel switch |

3.6 Item 6 Server NICs (optional)

Additional Network Interface Cards (NICs). These NICs will be installed into existing servers in order to separate Storage LAN traffic from other network data traffic. The compatibility must be verified by the Contractor. Contractor

| Item | Qty | Description |
|------|-----|--|
| 1 | 30 | Single or dual port NICs, compatible with Lenovo SR860v2 (7Z60), VMware, RHEL 7.9, 8.x and 9.x and Oracle Linux (OEL) 7.9. Intel cards will be preferred |
| 2 | 16 | Single or dual port NICs, compatible with Lenovo SR950 (7X12), VMware, RHEL 7.9, 8.x and 9.x and Oracle Linux (OEL) 7.9. Intel cards and/or NICs which offer the possibility of iSCSI offloading will be preferred |

Table 5

4 Software

4.1 Item 1 HA-pair one (firm)

All software licenses required to operate and put the hardware specified in section 3.1 into production.

| Item | Description |
|------|--|
| 1 | All required operating system (ONTAP) licenses required for the firm hardware requested in 3.1 |
| 2 | Access protocols: NFS, CIFS, iSCSI, FCP and s3 for the firm hardware requested in 3.1 |

Table 6

4.2 Item 2 HA-pair two (optional)

All software licenses required to operate and put the hardware specified in section 3.2 into production.

| Item | Description |
|------|--|
| 1 | All required operating system (ONTAP) licenses required for the optional hardware requested in 3.2 |
| 2 | Access protocols: NFS, CIFS, iSCSI, FCP and s3 for the optional hardware requested in 3.2 |

Table 7

4.3 Item 3 HA-pair three (optional)

All software licenses required to operate and put the hardware specified in section 3.3 into production.

| Item | Description |
|------|--|
| 1 | All required operating system (ONTAP) licenses required for the optional hardware requested in 3.2 |
| 2 | Access protocols: NFS, CIFS, iSCSI and s3 for the optional hardware requested in 3.2 |

Table 8

4.4 Item 4 Capacity Packs (optional)

All required Software licenses to install and use the capacity packs into the respective storage systems, in line with the licenses requested in sections 4.1 to 4.3

4.5 Item 5 Fiber Channel Switch (optional)

All required Software licenses to install and use the fiber-channel switches requested in section 3.5.

4.6 Item 6 Server NICs (optional)

All required Software licenses to install and use the Sever NICs requested in section 3.6.

5 Mandatory Work

The Contractor must verify and confirm that the existing Commission's technical equipment is fully compatible with all hard- and software items requested in sections 3 and 4 of these Terms of Reference (including optional hardware).

5.1 Delivery of the equipment

All hardware shall be delivered fully assembled. The equipment shall be installed in the CTBTO computer centre in the Vienna International Centre (VIC), which shall include but shall not be limited to mounting hardware items in racks and cabling. All equipment shall be unboxed outside the computer centre. No packing material is allowed inside the computer centre. The Contractor must dispose of empty packing material.

Software installation and configuration shall be done remotely unless otherwise requested by the Commission.

The following draft documents must be included in the proposal.

- Design and installation plan to be used as a starting point for the Design Workshop
- Migration plan of existing NFS file systems from the old cluster nodes to the new cluster nodes
- Acceptance-test document; must include comprehensive resiliency tests after the NetApp appliances are installed and fully configured. For example, loss of a single node, loss of single network interfaces, loss of single power supply storage failover, giveback

All draft documents are subject to the approval of the Commission and shall be adapted until considered acceptable.

A workshop shall be held no later than four (4) weeks after the entry into force of the Contract . The below Contractor's documents part of the Contractor's Proposal shall be discussed and the final design and implementation plan shall be adopted at this workshop together with the Commission's specialists.

- Draft Design and Installation Plan
- Migration plan of existing NFS file systems from the old cluster nodes to the new cluster nodes
- Acceptance-test document (including comprehensive resiliency tests after the NetApp appliances are installed and fully configured. For example, loss of a single node, loss of single network interfaces, loss of single power supply storage failover, giveback)

5.2 Hardware Installation, Implementation, and Integration

The hardware specified in section 3 must, if requested by the Commission in case of optional items, be installed into existing 19" 42U 600mm or 750mm wide racks in the Commission's computer center C-125. All cabling work must be exercised in the most orderly manner.

The Contractor shall assist the Commission's specialists with the integration of the health monitoring into the Commission's monitoring systems (Nagios and Prometheus) and the backup of the NAS file systems into the Commission's backup system (Netbackup SVM based via NDMP).

The Contractor must provide detailed documentation of the installed system.

5.3 Migration execution of network file systems

The NFS shares on the existing FAS8200 NetApp cluster must be migrated transparently and without any noticeable downtime to clients. The Contractor shall develop a comprehensive migration plan in the form of a step-by-step guide, and one sample migration must be done by the Contractor together with the Commission's specialists. Using the above-mentioned migration document, the Commission's specialists will do subsequent NFS share migrations. However, the Contractor shall be available in case of unexpected issues. For such subsequent migration related activities, the contracting days from Section 6.1 below shall be used, only if the issue is not covered by the standard NetApp support requested in Section 5.4.

The Commission's specialists will do migrations from the HDS VSP G1500 to the new NetApp storage systems and these migrations are, therefore, out of the scope of these Terms of Reference.

5.4 Software Support Services

For each item specified under section 3 above, the Contractor shall provide software support services for five (5) years starting from the Commission's acceptance of the implementation.

The Contractor must actively notify the Commission about releases of operating system versions, bugs and security fixes and must support and assist the Commission's specialists in installing such.

The Contractor must provide a single point of contact (including a telephone “hotline” number) for support requests for services.

The support services shall allow the Commission to open cases directly with the manufacturer if it so desires.

The manufacturer must provide the “back-end” support contract(s). No third party (e.g., reseller or third-party support provider) is allowed between the Contractor and the manufacturer.

All communications concerning support and maintenance issues shall be conducted in English.

The software support service level for NetApp hard- and software products must meet or exceed the NetApp SupportEdge Premium plan. Other hard- and software products must meet or exceed below minimum requirements:

- 24x7 support, 4-hour response, 6-hour committed repair for Severity 1 issues
- Unlimited number of support requests
- Up to 6 accounts in the support portal
- Remote support (e.g., via Microsoft Teams)
- Online access to documentation and technical resources, knowledge base, and discussion forums.
- An authorized service technician must install all replacement parts
- Online access to product updates and upgrades.

5.5 Implementation and acceptance testing

Following the Commission’s approval of the final design, the Contractor shall implement the agreed design plan together with the Commission’s specialists on the systems defined in Section 3 above.

After the design solution and the software has successfully been installed and implemented, thorough tests according to the agreed test plan shall be conducted by the Contractor in collaboration with the Commission’s specialists.

Upon the successful completion of the acceptance tests, the Commission’s specialist will sign the acceptance document provided by the Contractor.

6 Optional Work

The following activities are optional and shall be implemented only if requested in writing by the Commission and at its sole discretion, in the form of a Work Order (WO) in accordance with the Contract.

6.1 Consulting Services

During each year of the support services period referred to in [Section 5.4](#) above, the Commission shall have the right but not the obligation to call off a maximum of 10 person-days of consulting activities, which the Commission may request in a WO, as required, for additional services related to the scope of these Terms of Reference.

The smallest unit in which person-days may be called off shall be half a day (four (4) working hours).

These services are expected to be performed remotely. However, some activities to be undertaken at the Commission's premises could be requested.

6.2 Cluster expansion

Installation services for the optional HA-pair #2 requested in [Section 3.2](#), and full integration into the existing cluster composed of HA-pair #1 ([Section 3.1](#)). This activity expands the two-nodes cluster to a four-nodes cluster.

Error! Reference source not found.Migrations from the HDS VSP G1500 to the new NetApp storage systems will be done by the Commission's specialists and are therefore out of the scope of this item.

6.3 Services for optional items

The Contractor shall include installation services, including but not limited to the hard- and software installation, design, configuration, implementation, configuration and documentation of the optional items requested in Sections 3.3, 3.4, 3.5 and 3.6. No migrations are required for these items.

7 Requirements for the Contractor

The Contractor must be a at least NetApp Platinum partner and must hold the following certificates:

- Integration Services Certified – ONTAP
- Integration Services Certified - ONTAP SAN

Star partner level is an asset.

8 Requirements for Contractor's key personnel

8.1 Required technical knowledge

Minimum certification level:

- NetApp Certified Implementation Engineer—SAN Specialist (NCIE—SAN)

Bonus certification level (in addition to the above minimum level):

- NetApp Certified Implementation Engineer—Data Protection Specialist (NCIE-DP).

8.2 Required experience

At least 5 years or more of experience in designing and building NetApp NAS and SAN solutions.

9 Call-off of Optional and Additional items

The Commission shall have the option but not the obligation to procure additional hard- and software items and related services (Sections 3, 4, and 6), in the form of additional separate Purchase Orders, within two (2) years of the Commission's acceptance of the firm items as specified in these Terms of Reference.

The Commission shall have the right but not the obligation to exercise these options.

10 Glossary

| | |
|------------|---------------------------|
| DMZ | DeMilitarized Zone |
|------------|---------------------------|

| | |
|----------------|--|
| EKS-A | Elastic Kubernetes Service Anywhere |
| FCP | Fiber Channel Protocol |
| HA | High Availability |
| iSCSI | Internet Small Computer Systems Interface |
| LAN | Local Area Network |
| LUN | Logical Unit Number |
| NAS/NFS | Network Attached Storage / Network File System |
| NDMP | Network Data Management Protocol |
| NIC | Network Interface Card |
| OS | Operating System |
| SAN | Storage Area Network |
| SCSI | Small Computer System Interface |
| SVM | Storage Virtual Machine |
| VLAN | Virtual Local Area Network |
| HSM | Oracle Hierarchical Storage Manager |