

REQUEST FOR PROPOSAL



To: ALL BIDDERS

CTBTO Ref. No.: 2025-0077/JIBRIL

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Fax:

Email:

Date: 3 June 25

Subject: Provision of Tape Libraries and Ethernet Switches as per the attached
Terms of Reference.

Deadline for Submission: 09 Jul 25

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,



Selma Bukvic
OIC Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2025-0077 Title: Provision of Tape Libraries and Ethernet Switches as per the attached Terms of Reference.	Closing Date: 09 Jul 25 Vienna Local Time: 17:00
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Procurement Staff: Othman Jibril

CTBTO Req. No.: 0010027077

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)	
<input type="checkbox"/> our current workload does not permit us to take on additional work at this time; <input type="checkbox"/> we do not have the required expertise for this specific project; <input type="checkbox"/> insufficient time to prepare a proper submission; <input type="checkbox"/> 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 *Tape Libraries and Ethernet Switches* 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: Compliance Matrix
 - Attachment 2: Technical Evaluation Criteria
 - Attachment 3: Price Schedule Form
 - Attachment 4: Procedure for submission of electronic bids
- (c) Statement of Confirmation
- (d) Vendor Profile Form
- (e) List of CTBT State Signatories available at <http://www.ctbto.org> under [Status of Signatures and Ratifications | CTBTO](#) and incorporated hereby by reference
- (f) The Commission's Model Contract and its Annexes A – C;
 - o The Commission's License Agreement option 1 or option 2 (Annex A)
 - o The Commission General Conditions of Contract (Annex B of the Model Contract) - incorporated herein by reference available at this link: [Microsoft Word - CTBTO General Conditions of Contract 08-10-2021_final clean.docx](#)
 - 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”.

Proposals sent by regular e-mail unless clearly submitted as electronically sealed bids as indicated above and following the instructions outlined in Attachment 4 will not be considered and may lead to the rejection of the bidder from the procurement process.

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 **7** business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail be sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re RFP No. [2025-0077/JIBRIL](#)

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

Except in case of responding to a 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 goods and services (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT) which is available in the CTBTO website at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#). 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 12** of the attached Model Contract.

For equipment, the terms and conditions of the payment are as follow:

Within 30 days of receipt and acceptance of the goods/services and of the following documents:

- (1) Invoice(s) showing price of equipment/goods, pre-paid packing and handling, transportation and freight, insurance, customs clearance and local delivery in Vienna Austria to CTBTO. The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission's email addressed specified in the Contract. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer and actual pre-paid transportation & insurance cost (if applicable);
- (2) Air Way Bill and Packing List;
- (3) Delivery Note acknowledged by VIC Receiving Area staff, showing all the items delivered;
- (4) Certificate of Origin (original) or equivalent;
- (5) Certificate of transportation insurance (copy);
- (6) Acknowledgement Copy of the Contract with Supplier's signature;
- (7) A copy of the documents reporting the result of equipment Acceptance Testing, approved and counter-signed by the Commission and/or the end-user (if applicable);
- (8) The Supplier's certificate, counter-signed by the Consignee/end-user, confirming the successful completion of the services (if applicable); and
- (9) Any other relevant documents.

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

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

9. 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.

Personnel

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

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

Specifications

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

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. This shall include details of warranties/manufacturer's guaranties in respect to any Equipment item.

Commission's Inputs

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

Time Schedule

A bar chart indicating the estimation of the duration of the services, including the duration of each task required by the Terms of Reference and key staff to be involved in each task.

Qualifications

Documentary evidence of your 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.

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.

Delivery Schedule

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

PART II: FINANCIAL PROPOSAL

In the financial Proposal, you are required to define the following:

- (i) The Total Contract Price in EURO (for EU Companies) or US Dollars, exclusive of taxes.
- (ii) A breakdown of the Contract Price, indicating the price for the following items:
 - (1) The sub-total cost of each category mentioned in the Terms of Reference (TOR).
 - (2) Costs agreed with sub-contractors (if any)
 - (3) Overheads (if any)
 - (4) Any other direct costs (insurance, communications, licenses etc. if not already included elsewhere)
- (iii) In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract Price.
- (iv) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country to country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) For Austrian companies

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

(2) For European Union (EU) Companies

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

(3) For Non-EU Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the 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.

- (v) Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

10. Completeness and Correctness of the 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 technical evaluation shall include the following evaluation criteria:
 - (i) compliance of goods and services with the Terms of Reference.
- (b) Subject to the conformance of the Technical Proposal to the Terms of Reference, the Financial Proposal shall be evaluated as follows:
 - (i) contractual compliance.
 - (ii) commercial acceptability.
- (c) The Commission, based on the evaluation method given above, will determine the Proposal, which is the “least costly technically acceptable Proposal”.

14. Negotiations of the Proposal and Award

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.

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

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.

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

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 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.

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

Delivery Time:

Shipping weight (kg) and Volume (m³) – if applicable:

List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):

☐ For one year period ☐ For a period of

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

☐ For a two-year period ☐ For a period of

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

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.

Included in this quotation : **Yes** ☐ **No** ☐

Confirmation that the bidder has reviewed the Commission's License Agreement, the Commission's General Conditions of Contract, Model Contract, and agreed to all terms and conditions.

Yes ☐ **No** ☐

Remarks:

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States).

Yes ☐ **No** ☐ **Not applicable** ☐

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

Attachment 1

PROVISION OF TAPE LIBRARIES AND ETHERNET SWITCHES

TECHNICAL COMPLIANCE MATRIX

Below sets out the Minimum content of the Proposal and the Mandatory Requirements of the Bid. Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Bid. Please refer to the relevant section of the Technical Specification for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

Part II of this document must be completed and returned as part of the Proposal

Part I

Item	Minimum content
1. Executive Summary	Provide an overview of the proposal
2. Experience, Resources and Project Management	
2.1 Corporate Profile and Values	<ul style="list-style-type: none">• Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc.• Company business structure and its authority to execute all Work under the Contract.• If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project.• In case the Bidder requires the services of subcontractors, the Proposal shall include:<ul style="list-style-type: none">a) Relationship of the Bidder's business to any subcontractor(s) that will be used.b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization.c) The scope of work and nature of subcontracting.
2.2 References	The Bid shall include a minimum of 3 client references with their offer
2.3 Requirements for the Contractor	The Bid should address and describe all requirements spelled out under Section 11 of the Technical Specifications.
3. Meeting the Requirements	
3.1 Understanding of the Specifications	<ul style="list-style-type: none">• Please describe your understanding of the services that are to be provided under this Specifications, detailing key assumptions that impact the Bid.
4. 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

Ref No. of Specifications	Mandatory Requirements	Bidder's Response		Indicate the section in your Bid and insert details of goods offered, including specifications and brand/model offered if applicable
		Yes	No	
3	All items as specified in section 3 of the Terms of Reference are part of the proposal in a correct and complete manner.			
4	Scope of Work as specified in section 3 of the Terms of Reference is fully covered.			
5	All software products and licenses required to fully put the hardware into production specified in the sections 3 and 4 of the Terms of Reference are included in the proposal.			
6	Services as specified in section 6 of the Terms of Reference are fully covered.			
7	The Contractor is a certified reseller and support partner of the equipment manufacturer at the "Premium" level or higher			
8	The proposal includes a kick-off meeting and a workshop.			
8.1	Deliverables as specified in section 8.1 of the Terms of Reference are fully covered.			
8.3	Delivery will be arranged for "in-house" delivery to the Commission's Computer Centre in room C-1 25 or E-05 38 of the Vienna International Centre, Vienna, Austria.			
8.3	Delivery vehicles will be equipped with lifting tailgates. All hardware will be unboxed outside of the data centre. Empty packing material will be disposed of by the Contractor.			
8.3	All equipment will be delivered fully assembled and installed in one of the Commission's data centres.			
8.3	All system ids, hardware installation guides and maintenance manuals, as well as the installation and			

	test plan for all equipment will be provided by the Contractor.			
8.3	The Contractor will test, after the completion of the installation, the functionality of all equipment to the satisfaction of the Commission.			
8.3	All software licenses will be delivered electronically to an email address that will be provided by the Commission on Contract award.			
8.4	Support and maintenance as specified in section 8.4 of the Terms of Reference is fully covered.			
9	The Contractor will provide an updated thorough risk assessment plan at the commencement of the Contract to identify potential risks that could impact the successful execution of the implementation activities outlined in this Terms of Reference.			
9	Upon the Project's satisfactory completion, the Contractor will conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize will be officially closed, accompanied by appropriate documentation.			
9	The insights gained from the risk management process will be methodically documented and shared with the Commission.			

Attachment 2

Provision of tape libraries and Ethernet switches

STAGE 1: MANDATORY Requirements (PASS/FAIL)

No.	TOR REF	1. QUALIFICATION REQUIREMENTS (PASS/FAIL)
1	Section 3, 4	The Contractor shall deliver, supply and install hardware at the Commission's premises; All additional hardware specifications shall be included in the proposal
2	Section 5	The Contractor provides all the necessary software products and licenses required to fully put the hardware specified in the sections 3 and 4 above into production.
3	Section 6	The Contractor shall provide Services as specified in section 6 of the Terms of Reference.
4	Section 7	The Contractor shall use English language for all written and oral communication with the Commission.
5	Section 7	The Contractor shall be a certified reseller and support partner of the equipment manufacturer at he "Premium" level or higher.
6	Section 8	The proposal includes a kick-off meeting and a workshop.
7	Section 8.3	Delivery will be arranged for "in-house" delivery to the Commission's Computer Centre in room C-1 25 or E-05 38 of the Vienna International Centre, Vienna, Austria.
8	Section 8.3	Delivery vehicles will be equipped with lifting tailgates. All hardware will be unboxed outside of the data centers. Empty packing material will be disposed of by the Contractor.
9	Section 8.3	All equipment will be delivered fully assembled and installed in one of the Commission's data centers.
10	Section 8.4	The Contractor shall provide support and maintenance services as specified in section 8.4 of the Terms of Reference.

STAGE 2: WEIGHTED CRITERIA

Only bidders who pass all above criteria will be considered for the point system evaluation (2nd stage)					
No.	TOR REF	2. TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD	Points		
			Max Points	Factor	Weighted score
		Quality of the Proposal			
1		Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	5	9	45
2		Understanding of the scope of work and the responsibilities of the Contractor	5	8	40
		Subtotal	10		85
No.	TOR REF	Services	Max Points	Factor	Weighted score
3	Section 6	A capable endpoint (Prometheus or OpenTelemetry)	5	3	15
		Subtotal	5		15
No.	TOR REF	Organization of the Work	Max Points	Factor	Weighted score
4	Section 8.3	Detail of the hardware documentation including system ids, installation guides and maintenance manuals	5	3	15
5	Section 8.4	The Contractor shall ensure that on-site hardware support shall be available 24 hours, seven (7) days a week with the service levels defined in the ToR.	5	8	40
		Subtotal	10		55
No.	TOR REF	RISK MANAGEMENT	Max Points	Factor	Weighted score
6	Section 9	Detail of the risk management plan	5	3	15
		Subtotal	5		15
		Grand Total	30		170

The minimum acceptable Score is 102.

EVALUATION METHOD:

1. Technical Evaluation:

The technical evaluation process will be done in two stages:

1) Stage 1: Technical proposals will first be evaluated against the mandatory requirements outlined in section 1 above, on a PASS/FAIL basis.

Compliance with all mandatory requirements is required in order to pass stage 1 of the technical evaluation and to be further considered for stage 2 of the evaluation process;

2) Stage 2: The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the evaluation matrix above.

In order to pass this stage, bidders must obtain **Total Weighted Score of at least 102** and in accordance with the scoring table 2 indicated below:

TABLE 2

Points	Scoring
0	Unsatisfactory - Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.
1 - 2	Weak - Does not meet the minimum technical, functional, or performance related criterion.
3	Good - Meets the minimum requirements of the criterion.
4	Very good - Exceeds the criterion in some areas.
5	Excellent - Exceeds the criterion in all areas.

2. Financial and commercial evaluation

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

$$X = \text{Max Available Points} * Y/Z$$

Legend:

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

The weight of the technical and financial components is **60%** and **40%** respectively, subject to contractual acceptability.

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations, subject to contractual acceptability.

Attachment 3

Price Schedule Form

Provision of Tape Libraries and Ethernet Switches

Ref.	ToR Description	QTY	Unit Price	Total	Overall Total
Sec.3	Hardware (Mandatory)		Currency	Currency	Currency
3.1	Tape library for the Archive				
	FC connected library	1			
	Slots for LTO-9 tape media (minimum)	20			
	FC ports for robotic control (for manual failover)	2			
	Dual port FC LTO-9 tape drives (for multipathing)	2			
	Hardware maintenance for 5 years, minimum 24/7 6 hours committed repair time (QTY 5 years)	5			
	sub-total				
3.2	Tape library for NetBackup				
	FC connected library	1			
	Slots for LTO-9 tape media (minimum)	50			
	FC ports for robotic control (for automated failover using Netbackup path failover)	2			
	Dual port FC LTO-9 tape drives (for multipathing)	4			
	Hardware maintenance for 5 years, minimum 24/7 6 hours committed repair time (QTY 5 years)	5			
	sub-total				
3.3	Ethernet network switches				
	C9300-24UX-E Cisco Catalyst 9300 Series	2			
	C9300-NM-8X Network Modules for Cisco Catalyst 9300 Modular Uplink Models	2			
	SFP-10G-SR Cisco SFP+ modules	16			
	C9300-DNA-E-24-3Y Cisco DNA Licenses	2			
	CON-SNT-C930024U Service SNTC 8x5xNBD valid to end of October 2026	2			
	sub-total				
3.4	Auxiliary equipment				
	LTO-9 tape media, with barcode labels according to the Commission's scheme. The scheme will be provided together with the purchase order	200			
	50/125 OM4 LC-LC fiber cables of 12m length	20			
	All necessary auxiliary equipment to fully install, ... See ToR sec.3.4	0			
	sub-total				
Sec.5	Software (Mandatory)				
	Software products required for Hardware under sections 3 and 4 above.	1			
	Licenses with 5 years validity. (detailed QTY and Price should be provided)	1			
	sub-total				
Sec.6	Services (Mandatory)				
	Installation of the two libraries into APC NetShelter SX 42U racks (600mm Wide x 1200mm) in one of the Commission's data centers in the VIC. (1 lot)	1			
	Support for the integration of tape libraries into the Netbackup, Archive, and Monitoring systems. ...see ToR sec.6 (1 lot)	1			
	sub-total				
	Total 1 : Mandatory Requirements				
Sec.4	Hardware (optional)				
4.1	Auxiliary equipment				
	LTO-9 tape media, with barcode labels according to the Commission's scheme.	200			
	CAT-6a Ethernet cables of 3m length	20			
	50/125 OM4 LC-LC fiber cables of 12m length	20			
	50/125 OM4 LC-LC fiber cables of 5m length	20			
	50/125 OM4 LC-LC fiber cables of 3m length	20			
	The offered price for 4.1 above shall be firm and fixed for a duration of 2 years starting from the date of the signature of the contract.				
	Confirm	Yes	No.		
	Total 2: Optional Requirements				

NB:

- Delivery Term: DAP incoterms 2020 (Delivered At Place) to the Commission's Computer Centre in room C-1 25 or E-0538 of the Vienna International Centre, Vienna, Austria. **Please see also Sec. 8.3 of the ToR**
- Offered Currency shall be USD or EUR only.

Attachment 4

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

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

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

CRITICAL INFORMATION:

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

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

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

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

We recommend that you leave yourself plenty of time to complete the below process (including getting any necessary assistance from the Commission), as late offers 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.

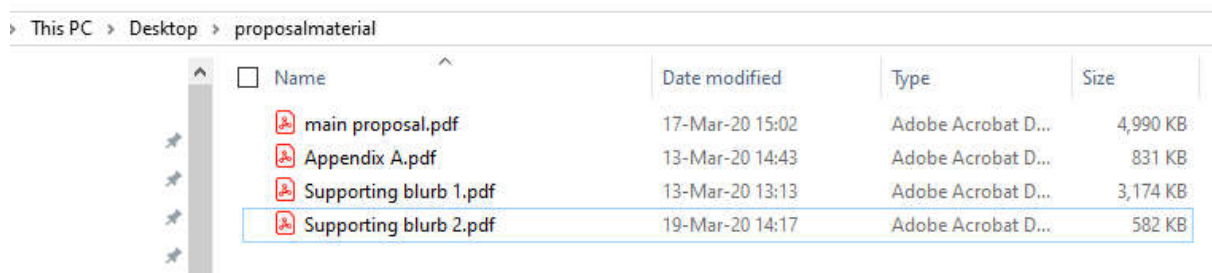


Figure 1 An example set of files to be submitted

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 file name, and therefore put a dash “-” instead. Leave the file extension “.zip” as is.

Leave all the other settings as is, except: **add a password to the encryption** (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner.

Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial Proposal/Bid.

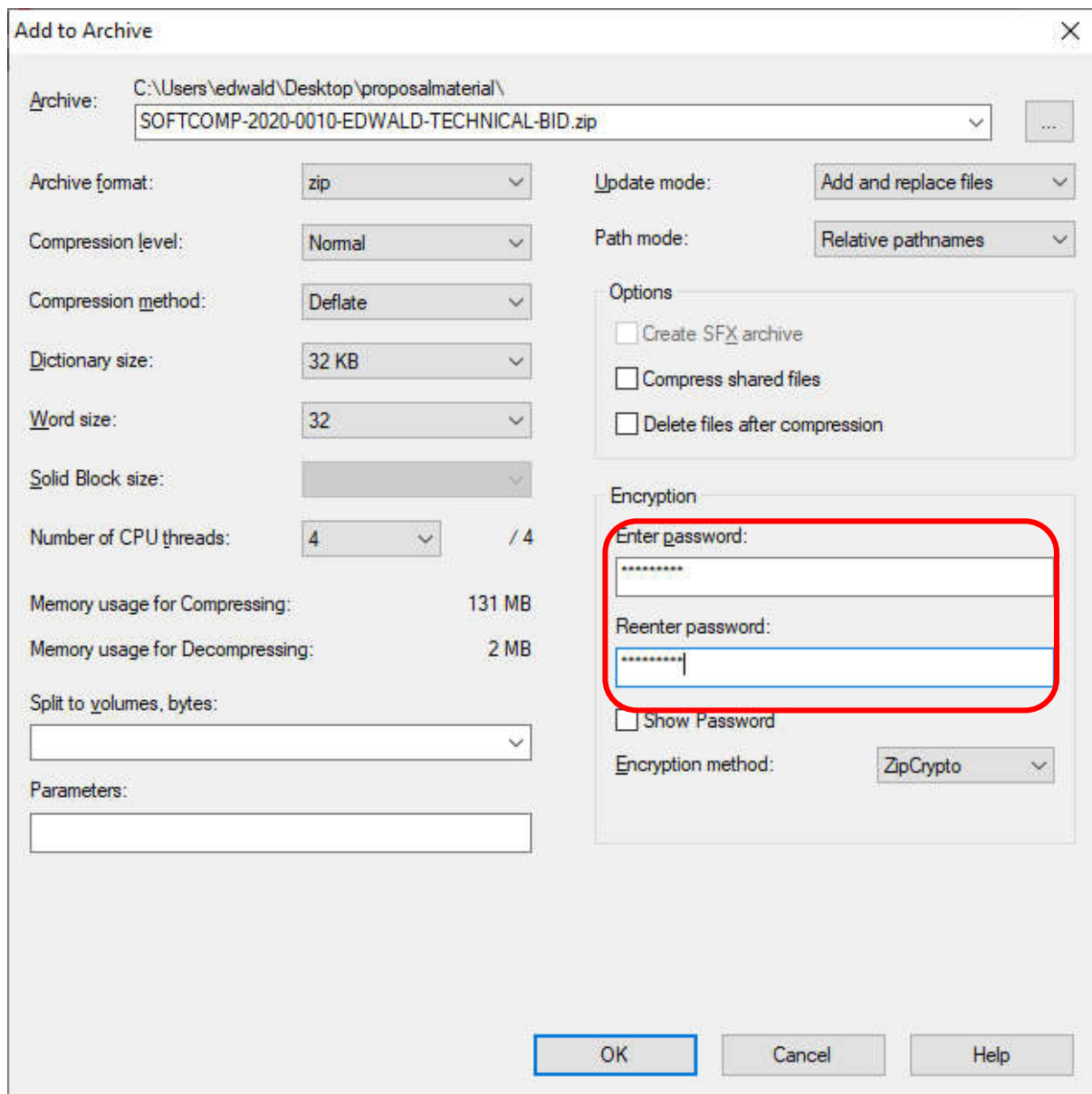


Figure 2 Creating an Archive

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

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

If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “CRC SHA >”. Hovering over the “>” brings a few more options to light, select the **SHA-1** option. A smaller dialog pops up: (see Figure 3, *SHA1* below). Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)



Figure 3 *SHA1*

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

Sidebar: How to open a CMD window in Windows:

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

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

Finally,

1. Create a new email, Subject: example- “SOFTCOMP-2020-0010-EDWALD”. Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives.
SEND THIS TO: sealed_bids@ctbto.org (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

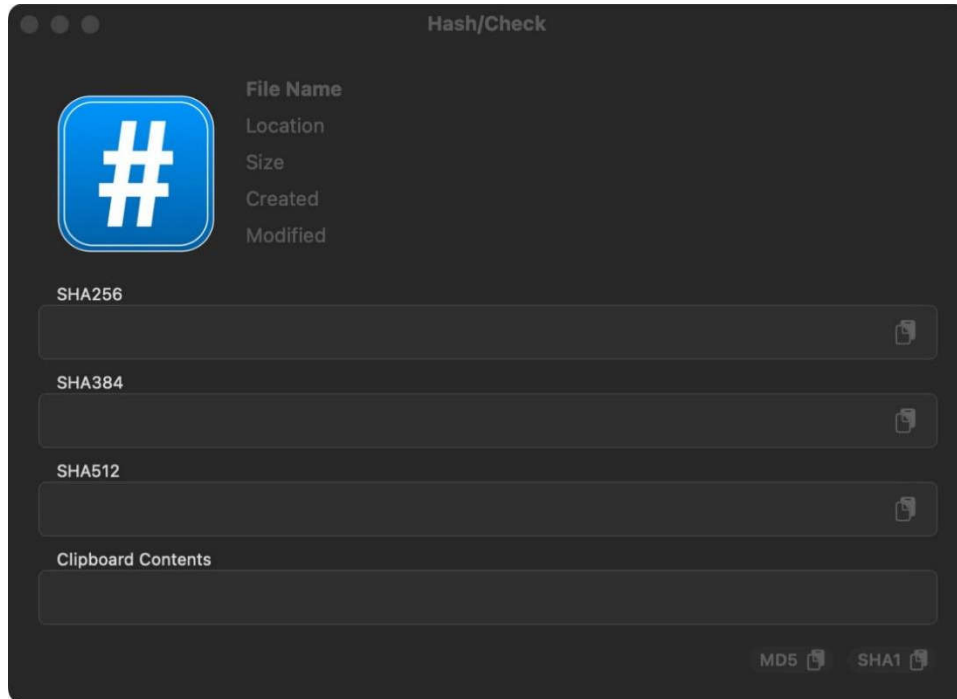
IMPORTANT NOTE: As stated above, only send the Encryption Key for the Technical Offer to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Offer to the sealed_bids@ctbto.org mailbox. **You shall only send the Encryption Key for the Financial Offer to the Commission if and when 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.

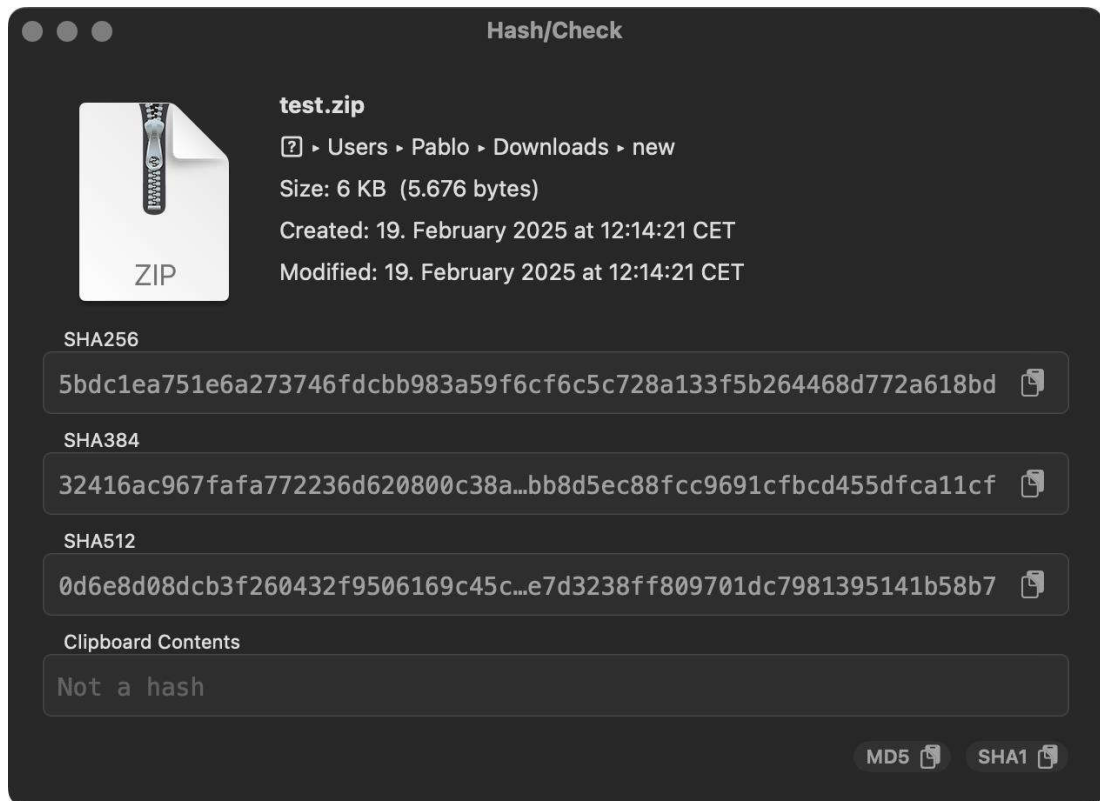
As mentioned above, should you have questions or difficulties, please send an e-mail to procurement@ctbto.org.

For MAC users:

1. Please download Hash/Check app:
<https://apps.apple.com/at/app/hash-check/id1550525767?l=en-GB&mt=12>
2. It is very simple to use. After installing, just open the app and click on “File” to open the zip file you want to inspect.

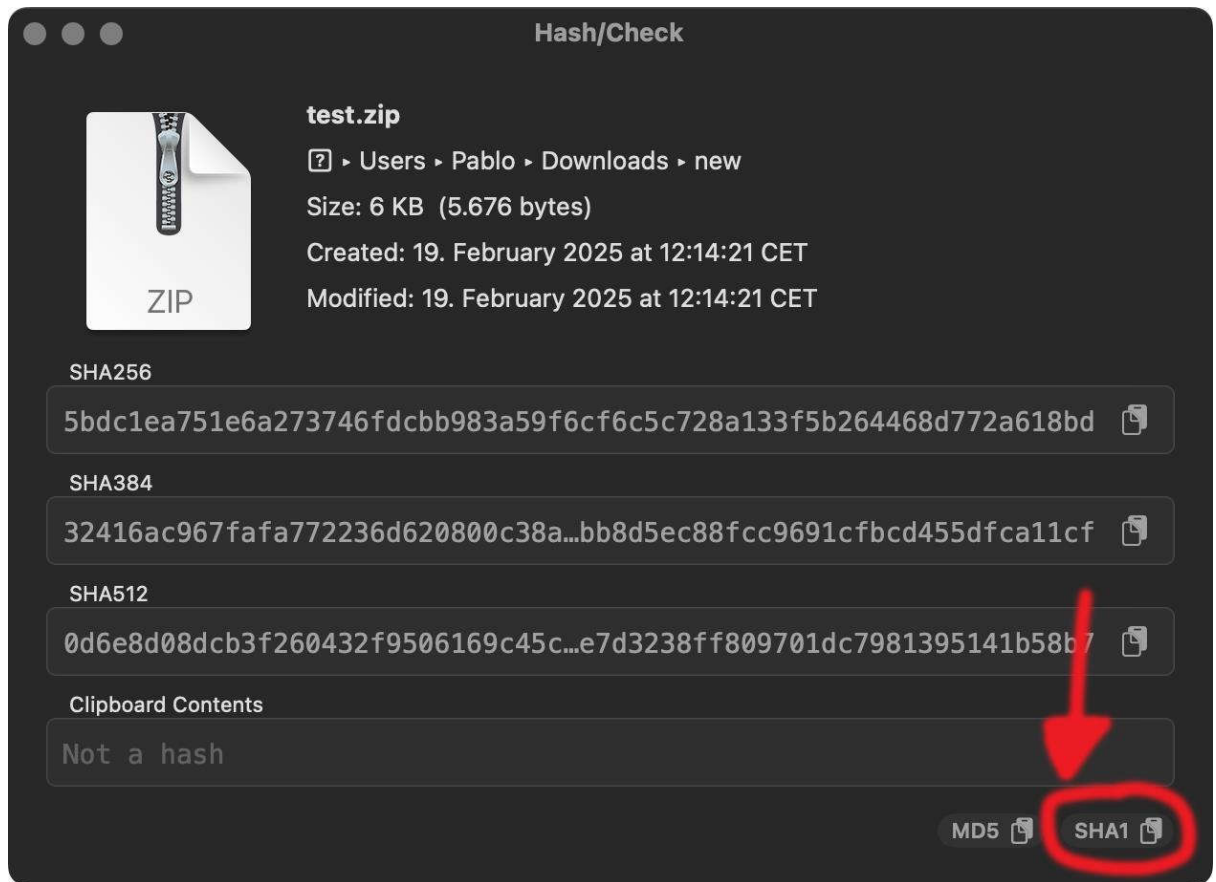


3. Please use your submitted technical and financial proposals

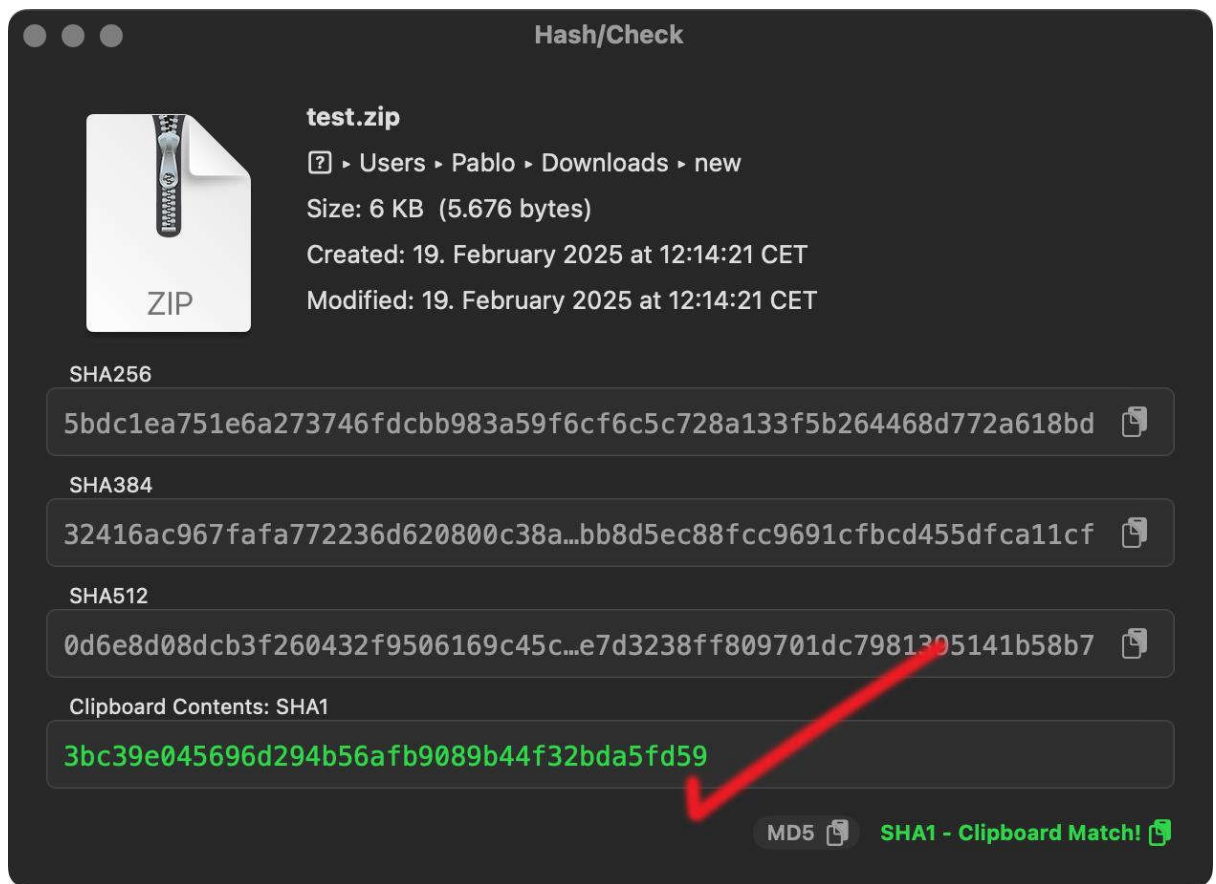


4. And it automatically creates several different hash values ... --- But the one we need SHA1 is not there ...

So you press on the little SHA1 icon on the bottom right ...



5. The SHA1 hash is calculated and copied to the clipboard automatically for further use.



-----OR-----

Another alternative would be to use the terminal and the command: shasum /path/to/file
Here is a little tutorial on how to use it. It is strait forward and simple to use. Please see
attached the instructions as a pdf as well.

<https://osxdaily.com/2012/02/05/check-sha1-checksum-in-mac-os-x/>

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.

-----O-----

CONTRACT No. 2025-xxxx

SAP No.xxxxxxxxxx

between

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

and

(INSERT NAME OF THE CONTRACTOR)

for

the provision of goods and services pertaining to
TAPE LIBRARIES AND ETHERNET SWITCHES

This Contract comprises this cover page, a table of contents, eight (8) pages of text, a signatories page, a List of Annexes, and four (4) Annexes (A to D)

May 2025

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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 the Vienna International Centre, Wagramer Strasse 5, 1400 Vienna, Austria, and [NAME OF CONTRACTOR (hereinafter referred to as the “Contractor”), having its registered office located at [ADDRESS OF CONTRACTOR] (both are hereinafter individually referred to as a “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 XXXXXX, including clarifications dated XXXXXXXX

“**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.

“**Goods**” means the equipment to be supplied and delivered by the Contractor under the Contract as requested by the Commission under the Contract, if applicable.

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

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

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

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

“**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.

“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.

2. AIM OF THE CONTRACT

The aim of this Contract is to provide Goods and Services, namely, *Tape Libraries and Ethernet Switches* (hereinafter referred to as the “Work”), 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 and 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 perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

5. RESPONSIBILITIES OF THE CONTRACTOR

- (a) The Contractor shall perform the Work as 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.
- (d) The Contractor shall provide any Software and Services described as optional items in Annexes **C and D** upon written notification by the Commission.
- (e) The Contractor shall provide the Software and Services described as maintenance and support items in Annexes **C and D** on a yearly basis unless otherwise notified by the Commission.

6. ORGANISATION OF CONTRACT IMPLEMENTATION

(a) **Hardware (Mandatory) (Sections 3, 3.1, 3.2, 3.3 and 3.4 of Annex C)**

The Contractor shall commence the performance of the delivery of the firm Hardware Equipment defined in Sections **3, 3.1, 3.2, 3.3, and 3.4** of Annex C (hereinafter referred to as the “Firm Hardware Equipment”) within six (6) weeks from the Effective Date. No Purchase Orders by the Commission shall be required for initiating the provision of the Firm Hardware, Firm Software and Support under Sub-Clauses (b) and (c) below. The (Mandatory) Software and the (Mandatory) Services defined in Sections **5, and 6** of Annex C (hereinafter referred

to as the “Firm Software”, and “Firm Services”) shall be completed in accordance with the respective completion dates set out in Annex C.

(b) **Firm Software (Section 5 of Annex C)**

The Contractor shall install the Software defined in Section 5 of Annex C. The installation shall be completed in accordance with the respective completion dates set out in Annex C.

(c) **Firm Hardware and Software Support (Sections 3, 3.1, 3.2, 3.3, 3.4, and 8.4 of Annex C)**

The Contractor shall commence the performance of the Firm Hardware Equipment and Firm Software Support defined in Sections 3, 3.1, 3.2, 3.3, 3.4, and 8.4 of Annex C (hereinafter referred to as the “Support”) upon the Commission’s acceptance of the Firm Hardware Equipment and last for a period of five (5) years. The Support shall be completed in accordance with the respective completion dates set out in Annex C

(d) **Optional Hardware (Section 4.1 of Annex C)**

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

7. WARRANTY

- (a) The provisions of Clause 28 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.
- (b) The Contractor shall give all notices required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

9. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all employees on the Commission’s premises and all other persons who may be affected thereby;

- (ii) all the Work, equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
- (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex B.

10. RESPONSIBILITIES OF THE COMMISSION

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Services are carried out in accordance with Annexes C and D, and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Work.

11. CONTRACT PRICE

- (a) The Commission shall pay to the Contractor in consideration of the full and proper performance of the Work under the Contract:
 - (i) for the Firm Hardware Equipment and Firm Services, the firm fixed price pursuant to Annex D;
 - (ii) for the firm Software set out in Section 5 of Annex C, the firm fixed price pursuant to Annex D;
 - (iii) for the Support, the firm fixed price pursuant to Annex D;

- (iv) for the Optional Hardware set out in section 4.1 of Annex C, the firm fixed unit prices pursuant to Annex D and the Purchase Order;

hereinafter referred to as the “Contract Price”.

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

- (b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.
- (c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.

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

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

OR

No Taxes are applicable under this Contract.

12. PAYMENT

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

[A progress payment schedule based on milestone deliveries may be included in the proposal. Any applicable Taxes shall be identified separately, and not be included in the Contract amount, i.e. “Upon [milestone] the amount of [EURO/US\$] _____ [in numbers and words], and [indicate the applicable Tax] in the amount of [EURO/US\$] _____ [in numbers and words].

- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 12 (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Contractor’s official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission’s email address specified in Clause 21 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the

Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

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

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

13. TEMPORARY SUSPENSION OF WORK

The Commission may, at any time, temporarily suspend the Work, in whole or in part, being performed by the Contractor under this Contract by giving 30 (thirty) days' advance notice in writing to the Contractor. The Work so suspended shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

14. DELAYS AND EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 20 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 14 (a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

15. CONTRACTOR'S CLAIMS AND REMEDIES

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

16. ENTIRE AGREEMENT

This Contract represents the final agreement in respect of the 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. License Agreement (Annex A)
- iii. the Commission's General Conditions of Contract (Annex B);
- iv. the Commission's Terms of Reference (Annex C);
- v. the Contractor's Proposal (Annex D).

18. SEVERABILITY

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

19. NO WAIVER

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

20. CONTRACT AMENDMENT

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

Wagramer Strasse 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

Name:

Address:

Tel:

Email:

22. EFFECTIVENESS

- (a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
- (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iv) if by electronic communication, when retrievable by the Commission in document form.
- (b) A communication given under Clause 22 (a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

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

[Name, Position/Title]

Date: _____

Place: _____

For and on behalf of **[CONTRACTOR]:**

[Name, Position/Title]

Date: _____

Place: _____

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S 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 2 – to be used when the Contractor is not the owner of the software, but has a right to grant a license to the software]

LICENSE AGREEMENT

1. PREAMBLE

- 1.1. This License Agreement is part of the Contract entered between the Commission and the Contractor (hereinafter collectively referred to as the “Parties”).
- 1.2. The Contractor certifies that it has a right to grant a license (hereinafter referred to as the “License”) to the software (hereinafter referred to as the “Software”) and relevant documentation (hereinafter referred to as the “Documentation”) under this License Agreement, while the manufacturer of the Software retains all intellectual property rights to the Software and Documentation.
- 1.3. The Contractor is willing to grant and the Commission desires to acquire a non-exclusive, non-transferable and irrevocable License as provided below.
- 1.4. The Parties hereto have agreed as follows.

2. DEFINITIONS

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

- 2.1. “License Agreement” means the present document.
- 2.2. “License” means the license to the Software and Documentation granted under this License Agreement.
- 2.3. “Documentation” means the manufacturer’s copyrighted materials that document functions of the Software.
- 2.4. “Effective Date” means the date of the last signature by the representatives of the Parties of the Contract, on which the Contract shall enter into force.
- 2.5. “Eligible Users” means the Commission’s employees and/or direct contractors.

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

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

3. GRANT OF RIGHTS AND LICENSES

- 3.1. The Contractor hereby grants the Commission a non-exclusive, non-transferable, irrevocable License to use the Software and Documentation, under the terms and conditions set forth herein.
- 3.2. The Commission is authorized to use the Software and Documentation only for activities related to the fulfilment of mandate and purposes of the CTBT including the performance of services of the Commission’s own commercial and/or government customers. The Commission is not authorized to sublicense, distribute, sell, or grant access to the Software, or integrate it into products or computer software programs of third parties unless required for the performance of activities related to its mandate.
- 3.3. Access to, and use of, the Software is restricted to Eligible Users.
- 3.4. The Commission agrees to protect the Software and the Documentation from use by, or disclosure or distribution to, persons who are not Eligible Users.
- 3.5. The Commission is authorized to make copies of the Documentation provided by the Contractor only for internal distribution. Copies of the Software may be made by the Commission only for back-up and archival purposes.

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

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

4. SUPPLY OF SOFTWARE AND DOCUMENTATION

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

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

5. WARRANTY

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

6. INDEMNITY

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

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

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

7. INSOLVENCY AND BANKRUPTCY

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

ANNEX A

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

LICENSE AGREEMENT

1. PREAMBLE

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

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

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

1.4. The Parties hereto have agreed as follows.

2. DEFINITIONS

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

2.1. “License Agreement” means the present document.

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

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

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

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

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

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 C

TERMS OF REFERENCE

For the Provision of tape libraries and Ethernet switches

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1 Introduction

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) is the international organization setting up the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (hereinafter referred to as the “CTBT”), which is the 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

The Headquarters of the Preparatory Commission is in Vienna (Vienna International Centre of United Nations) Austria.

One fundamental task of the Commission’s International Data Centre (IDC) is to provide States Parties with equal, open, timely and convenient access to agreed products and services to support their national CTBT verification requirements. Member States of the Commission have a large user community that uses the services and products offered by the Commission on a daily basis.

2 Scope of Work

The Commission desires to engage a contractor to purchase two robotic tape libraries and two Ethernet network switches. The libraries will replace a Sun Microsystems/Oracle SL3000 library, that is currently used for Backup and Archive purposes, detailed description below.

The scope of work under the contract includes:

- Supply, delivery, installation and configuration of two tape libraries
- Supply and delivery of two Ethernet network switches
- Provision of support and maintenance contracts for the hardware
- Integration of the tape libraries into the Commission's backup, archive and monitoring systems

2.1 Description of the current library

The current robotic tape library SunMicrosystems/Oracle SL3000 is divided into several partitions:

- Partition 1: Oracle SAM-FS version 6.1.45k1 (running on Oracle Solaris Cluster 4.3.11.2.0 and Oracle Solaris 11.3.36.13.0)
 - 296 storage cells assigned for T10000d tape media
~220 tapes inside the library
~240 tapes off-site
 - Two drive bays containing Oracle T10000d drives
 - One access module (AEM) for ejecting and inserting tape media
 - Two servers access the robotic control and the tape drives via redundant fiber channel connections, with manual path fail-over
- Partition 2: Oracle SAM-FS / HSM Test Archiving System (currently not in use)
 - 13 storage cells for T10000B tape media
 - 3 drive bays without any drives
 - Currently not accessed (no CAP/AEM assigned)
- Partition 4: Veritas NetBackup version 10.5 running on RHEL 8.10
 - 766 storage cells assigned for LTO6 tape media~370 tapes inside the library
~550 tapes off-site
 - Eight drive bays populated with HpUltrium LTO 6 tape drives
 - One access module (AEM) for ejecting and inserting tape media
 - Two servers access the robotic library and the tape drives via redundant fiber channel connections, with automated path failover via Netbackup multipathing support

Two Brocade G620 fiber channel switches are used to connect the robotic control and tape drives. The same switches shall be used to connect the libraries requested in these ToR.

Due to the capacity increase of LTO-9 media and the omission of local tape copies, the SL3000 tape library can be replaced by libraries with less capacity.

3 Hardware (mandatory)

All tape libraries and drives requested in this section must be fully compatible and certified for the Veritas/Cohesity NetBackup and Oracle SAM-FS/HSM versions specified in the description of the current system above (and later release versions).

The tape libraries may differ in rack unit size but shall not exceed a total of 18 height units.

Partitioning is not required.

3.1 Tape library for the Archive

Qty	Description
1	FC connected library
20	Slots for LTO-9 tape media (minimum)
2	FC ports for robotic control (for manual failover)
2	Dual port FC LTO-9 tape drives (for multipathing)
	Hardware maintenance for 5 years, minimum 24/7 6 hours committed repair time

3.2 Tape library for NetBackup

Qty	Description
1	FC connected library
50	Slots for LTO-9 tape media (minimum)
2	FC ports for robotic control (for automated failover using Netbackup path failover)
4	Dual port FC LTO-9 tape drives (for multipathing)
	Hardware maintenance for 5 years, minimum 24/7 6 hours committed repair time

3.3 Ethernet network switches

Qty	Description
2	C9300-24UX-E Cisco Catalyst 9300 Series
2	C9300-NM-8X Network Modules for Cisco Catalyst 9300 Modular Uplink Models
16	SFP-10G-SR Cisco SFP+ modules
2	C9300-DNA-E-24-3Y Cisco DNA Licenses
2	CON-SNT-C930024U Service SNTC 8x5xNBD valid to end of October 2026

3.4 Auxiliary equipment

Qty	Description
200	LTO-9 tape media, with barcode labels according to the Commission's scheme. The scheme will be provided together with the purchase order
20	50/125 OM4 LC-LC fiber cables of 12m length
n/a	All necessary auxiliary equipment to fully install, connect and put into production the requested hardware items in this section, including (but not limited to) power cables (IEC-60320 C13/C14 connectors, no Y-cables!), rack mount kits, rack mount brackets, and the like

If missing hardware items or options are identified by the bidder, then those shall be included in the offer with written justification and explanation.

4 Hardware (optional)

4.1 Auxiliary equipment

Qty	Description
200	LTO-9 tape media, with barcode labels according to the Commission's scheme. The scheme will be provided together with the purchase order
20	CAT-6a Ethernet cables of 3m length
20	50/125 OM4 LC-LC fiber cables of 12m length
20	50/125 OM4 LC-LC fiber cables of 5m length
20	50/125 OM4 LC-LC fiber cables of 3m length

The Commission shall have the right but not the obligation to procure optional hardware items listed in this section for a duration of 2 years starting from the date of the signature of the contract.

5 Software (mandatory)

All software products and licenses required to fully put the hardware specified in the sections 3 and 4 above into production shall be included in the proposal. Licenses shall be valid for 5 years.

6 Services (Mandatory)

Installation of the two libraries into APC NetShelter SX 42U racks (600mm Wide x 1200mm) in one of the Commission's data centers in the VIC.

Support for the integration of tape libraries into the Netbackup, Archive, and Monitoring systems. A capable endpoint (Prometheus or OpenTelemetry) is desirable, the combination with predefined rules and alerts is a bonus. SNMP may be acceptable but is not the preferred monitoring method.

7 Requirements for the Contractor

The Contractor shall be a certified reseller and support partner of the equipment manufacturer at the “Premium” level or higher. The Contractor shall use English language for all written and oral communication with the Commission.

8 Organization of Work

The project shall start with a kick-off meeting no later than two (2) weeks after the Contract’s signature. A 4-hour workshop to discuss and agree the implementation details and acceptance tests shall start no later than four (4) weeks after the kick-off meeting.

8.1 Deliverables

The Contractor shall deliver the following, after completion of the project as described below:

- Detailed technical documentation of the implementation. The details shall be agreed upon and approved by the Commission in a 4-hour workshop at the start of the project.
- Instructions and procedures for systems administrators.
- Acceptance test document. This document shall be agreed upon and approved by the Commission during the 4-hour workshop.
- Written status report, containing a summary of the activities executed during the project.

All final Deliverables and Status Report will be subject to review and must be approved by the Commission.

8.2 Responsibilities of the Commission

For designated Contractor Personnel, and to the extent necessary for the Contractor to fulfill the requirements of these Terms of Reference when carrying out work on-site, the Commission will provide physical access to selected areas of the Vienna International Centre.

The Commission will make qualified staff available to provide support and cooperate in responding to information requests from the Contractor to allow the Contractor to carry out the Work. This includes, but is not limited to:

- Provide access to the Commission’s data centers
- Provide sufficient rack space and electricity in the data center
- Administrative access to the relevant systems (Backup, Archive, Monitoring)
- Fiber channel switch zoning
- Remote access if required (ex. through Teams session)

8.3 Delivery and Installation

Delivery shall be arranged for "in-house" delivery to the Commission's Computer Centre in room C-1 25 or E-05 38 of the Vienna International Centre, Vienna, Austria. Delivery vehicles shall be equipped with lifting tailgates. All hardware shall be unboxed outside of the data centers. No packing material is allowed inside. Empty packing material shall be disposed of by the Contractor.

All equipment shall be delivered fully assembled and installed in one of the Commission's data centers.

The Contractor must include all system ids, hardware installation guides and maintenance manuals, as well as the installation and test plan for all equipment shall be provided by the Contractor.

The Contractor shall test, after the completion of the installation, the functionality of all equipment to the satisfaction of the Commission. No payment shall be made prior to the acceptance of the systems by the Commission.

All software licenses shall be delivered electronically to an email address that will be provided by the Commission on Contract award.

8.4 Hardware support and maintenance

The Contractor shall offer a single point of contact (including telephone "hotline" number) for support requests for all offered equipment. On-site hardware support shall be available 24 hours, seven (7) days a week.

The Contractor shall allow the Commission to open cases directly with the manufacturer if it so desires and should provide access to the manufacturer's support portal for the Commission's technicians.

The Contractor shall provide "back-end" support with the respective manufacturer. No third party (e.g. reseller, third party support provider) is allowed in between the Contractor and the manufacturer.

The Contractor shall provide English-speaking technical support staff and technicians; All communications with respect to the Contract shall be conducted in the English language.

9. RISK MANAGEMENT

The Contractor shall provide an updated thorough risk assessment plan at the commencement of the Contract to identify potential risks that could impact the successful execution of the implementation activities outlined in this Terms of Reference.

Risks may include, but are not limited to, technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment plan should be consistently updated, aligning with the delivery of project milestones or significant accomplishments.

Upon the Project's satisfactory completion, the Contractor shall conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation.

The insights gained from the risk management process should be methodically documented and shared with the client, thereby contributing to the knowledge repository for forthcoming similar projects.

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

 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.