REQUEST FOR PROPOSAL

1h

To: ALL BIDDERS CTBTO Ref. No.: 2025-0090/JIBRIL

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone: **Date:** 16 Jun 25

Fax: Email:

Subject: Framework Contract for the Development of Software Modules for

the Equipment and Instrumentation Management System for OSI

(EIMO) as per the Attached Terms of Reference.

Deadline for Submission: 14 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,

Sally Alvarez De Schreiner Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2025-0090

Title: Framework Contract for the Development of Software Modules for the Equipment and Instrumentation Management System for OSI (EIMO) as per Attached Terms of Reference.

Closing Date: 14 Jul 25

Vienna Local Time: 17:00

Procurement Staff: Othman Jibril CTBTO Reg. No.: 0010026990

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 si	hall submit our proposal	
		Company Name:
By:	:	Contact Name:
	(date)	
		Email/Tel:
B: We m	nay submit and will advise	
		Company Name:
By:	·	Contact Name:
-	(date)	
		Email/Tel:
C: We w	vill not submit a proposal for t	he following reason(s)
	our current workload does not	permit us to take on additional work at this time;
		xpertise for this specific project;
	insufficient time to prepare a p	•
	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 services namely, *Development of Software Modules for the Equipment and Instrumentation Management System for OSI (EIMO)*, on call-off basis as described in the attached Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference. For this project, the Commission is seeking capabilities, which will ensure that 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 and its attachments:
 - Attachment 1: Minimum Content of the Technical Proposal and Technical Compliance Matrix
 - Attachment 2: Evaluation Criteria and Method
 - Attachment 3: Price Schedule Form
- (c) Statement of Confirmation
- (d) Vendor Profile Form
- (a) The Commission's Model Contract and its Annexes A B;
 - The Commission's General Conditions of Contract (Annex A) incorporated herein by reference <u>Microsoft Word - CTBTO General Conditions of Contract_08-10-</u> 2021 final clean.docx
 - o Terms of Reference (Annex B)

Note: In the event of award, the Proposal will be incorporated as Annex C 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.

(a) The Proposal shall be submitted electronically in <u>three separate pdf files</u>, one containing a Financial Proposal *with* prices, one containing a Financial Proposal *without* prices, and one containing a Technical Proposal.

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

(b) The Proposal shall be submitted to **procurement@ctbto.org**. The subject of the email shall contain the following:

NAME OF THE PROJECT: [Description indicated in Letter of Invitation] CTBTO REFERENCE No.: [Description indicated in Letter of Invitation]

Alternatively, submission in hardcopy to the below mailing address, is also acceptable, a memory stick containing the Proposal, as described above, shall also be included.

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

6. Closing Date and Time

The Proposal shall be received by the above-mentioned addressee not later than the closing date and time indicated in the Letter of Invitation.

7. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this 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 and should be sent to:

E-mail: procurement@ctbto.org

Subject: RFP No. 2025-0090/JIBRIL - Request for Clarifications

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.

8. 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.

9. Type of Contract and Payment

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

10. 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.

The Proposal shall contain, at the minimum:

- (i) The information required in Attachment, Part I (Minimum Content of the Technical Proposal); and
- (ii) The complete **Attachment 1, Part II "Technical Compliance Matrix"**, which shall be submitted it as part of the Technical Proposal.

Point of Contact

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

Bidder's Statement, Statement of Confirmation and Vendor Profile Form

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

Description of Services

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

Commission's Inputs

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

Oualifications

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 staff proposed for this contract, including technical experience to perform the Work.

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 which is available in the CTBTO website at www.ctbto.org under Status of Signatures and Ratifications | CTBTO.

PART II: FINANCIAL PROPOSAL

Please complete Attachment 3 "Price Schedule Form". You are required to define the Unit Prices in EURO (for EU Companies) or US Dollars, exclusive of taxes.

- (i) 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. 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.
- (ii) 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.

11. 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.

12. 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.

13. 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.

14. Evaluation of the Proposal

- (a) The Commission will conduct the evaluation based on the criteria and method specified in Attachment 2 "Evaluation Criteria and Method".
- (b) The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal(s) that "most effectively satisfies the technical and operational requirements set out in the solicitation documents", subject to contractual and commercial compliance.
- (c) The Commission reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.

15. Negotiations of the Proposal

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

16. Modification and Withdrawal of the 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.

17. 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.

18. 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.

19. 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 <u>not</u>, 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
Confirmation that the bidder has reviewed the Commission's Model Contract and General Conditions of Contract, and agreed to all terms and conditions.
Yes No C
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:

MINIMUM CONTENT OF THE TECHNICAL PROPOSAL AND

TECHNICAL COMPLIANCE MATRIX

RFP NO. 2025-0090/JIBRIL

DEVELOPMENT OF SOFTWARE MODULES FOR THE EQUIPMENT AND INSTRUMENTATION MANAGEMENT SYSTEM FOR OSI (EIMO), ON CALL-OFF BASIS

Part I

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

	Item	Minimum content of the Technical Proposal
1.	Executive Summary	Provide an overview of the proposal
2.	Experience, Resources and Pro	ject Management
2.1	Corporate Profile and Values	 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: 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	Corporate Experience	The proposal should detail the Bidder's experience in executing work of similar scope and complexity.
2.3	Requirements for the Contractor	The Proposal should address and describe all requirements spelled out under Section 5 (Requirements for the Contractor) of the Terms of Reference (ToR).
3.	Meeting the Requirements	
3.1	Understanding of the ToR	 Please describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal. Please discuss how you propose to address some of the sample tasks listed in Section 3 of the ToR.
4.	Contractor's key staff	
4.1.	Visa & Work Permits	Provide written confirmation that the Bidder understands and agrees to take responsibility for obtaining any Visa and/or work permits, which may be required to perform the Work under the Contract. The CTBTO does not sponsor work permits for contractors.
4.2.	Documentation and Reporting	Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form.

Part II – Compliance Matrix

The below matrix must be completed and returned as part of the Technical Proposal.

Ref No. of ToR	Requirements A section-by-section response to each section of the Terms of Reference is included in the Proposal	Bidder's Response Please tick whichever is applicable		Indicate the section in your proposal
3	Estimating the effort to execute the work and scheduling of the deliverables	"Yes"	"No"	
3	Delivery documents will be in the form of: Comments in the code, Description in GIT, Pages in Confluence – this will be the primary documentation reference, Entries in JIRA, and User manuals for installation and operations			
3.3	Deliverables will relate to tasks and responsibilities as assigned when the work is called-off			
4.1	Any code changes by the Contractor to any OSI software application shall be updated and documented on the Commission's GIT repository			
Requirements fo	r the Contractor			
	To be a company established for at least four (4) years			
	To have a minimum of four (4) years of using a formal project management methodology			
5.1	To have a minimum of four (4) years of experience in providing software development services using an Agile methodology, preferably Scrum			
	To have a minimum of four (4) years of experience developing asset and configuration management systems, including those for complex scientific and technical equipment			

	To propose at least three (3) staff who,		
	together, meet the requirements in the		
	Team Roster as described in Section 5.2		
	To have a minimum of three (3) years of		
	experience working with a modern issue		
	tracking and ticket management systems,		
	for example Jira,		
	* '		
	To provide written assurance that all		
	reports, documentation, and communication		
	(written and oral) supplied to the		
	Commission shall be in English and		
	submitted in an electronic form		
	To provide a warranty period of two (2) or		
	more years after the completion of the user		
	acceptance testing		
	To provide documented evidence, in the		
	form of a plan, that the Contractor will be		
	able to adjust the working hours of its		
	· · · · · · · · · · · · · · · · · · ·		
	relevant staff (e.g., project manager and		
	lead developers), assigned to a Software		
	Team, to overlap at least two hours with the		
	Commission's working hours (9 am to 5		
	pm CET), on the Commission's request		
	To commit to on-boarding and		
6.2	familiarisation time and that the		
0.2	Commission is not liable to on-boarding		
	costs		
	To commit to one member of the Team		
6.3	Roster being present at the CTBTO TeST		
	Centre for two days for the testing and		
	completion of an Acceptance Protocol		
Requirement for	r the Team Roster		
Requirement 10	t the realii Rustei		
	Experience of integrating Cargo Planner		
5.2	API into a warehouse management system		
	The fine a warenouse management system		
5.2	2 years of professional experience		
	demonstrated by named projects and an		
	individual's role in each project for the		
	following		
	Web technologies, including HTML, CSS		
	templating technologies such as Bootstrap		
	Web scripting languages and related		
	libraries including: JavaScript, Typescript,		
	Angular		
	Server/backend technologies including		
	Java Spring, JHipster, RESTful APIs		

	PostgreSQL databases		
	Mobile printers including Zebra SDK		
	Writing BASH scripts		
	Docker		
	Business needs of warehouse management processes including inventory control, inbound, outbound logistics, warehouse layout and compliance standards		
6.3	The Contractor shall ensure that one member of the Roster shall be present at the CTBTO TeST Centre for two days for the testing and completion of the Acceptance Protocol.		
Risk Manageme	nt		
8	Risk Management plan as part of the Proposal. The Risk Management plan shall also include a business continuity plan and contingency plans. A thorough risk		
	assessment plan at the project's commencement shall be provided.		

Attachment 2 Evaluation Criteria and Method

Development of Software Modules for the Equipment and Instrumentation Management System for OSI (EIMO), ON CALL-OFF BASIS

No.	Ref No. in TOR	I.QUALIFICATION REQUIREMENTS	PASS /FAIL
		Requirements for the Contractor	
1	5.1.1	To be a company established for at least four (4) years	PASS/FAIL
2	5.1.2	To have a minimum of four (4) years of using a formal project management methodology	PASS/FAIL
3	5.1.3	To have a minimum of four (4) years of experience in providing software development services using an Agile methodology, preferably Scrum	PASS/FAIL
4	5.1.5	To propose at least three (3) staff who, together, meet the requirements in the Team Roster as described in Section 5.2	PASS/FAIL
5	5.1.6	To have a minimum of three (3) years of experience working with a modern issue tracking and ticket management systems, for example Jira,	PASS/FAIL
6	5.1.7	To provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in an electronic form	PASS/FAIL
7	5.1.8	To provide a warranty period of two (2) or more years after the completion of the user acceptance testing	PASS/FAIL
8	5.1.9	To provide documented evidence, in the form of a plan, that the Contractor will be able to adjust the working hours of its relevant staff (e.g., project manager and lead developers), assigned to a Software Team, to overlap at least two hours with the Commission's working hours (9 am to 5 pm CET), on the Commission's request	PASS/FAIL
9	6.2	To commit to on-boarding and familiarisation time and that the Commission is not liable to on- boarding costs	PASS/FAIL
10	6.3	To commit to one member of the Team Roster being present at the CTBTO TeST Centre for two days for the testing and completion of an Acceptance Protocol	PASS/FAIL
		s for the Contractor's Personnel (Contractor's Team)- Minumum of 2 years of professional exp an individual's role in each project for the following:	erience demonstrated by name
12	5.2	Web technologies, including HTML, CSS templating technologies such as Bootstrap	PASS/FAIL
13	5.3	Web scripting languages and related libraries including: JavaScript, Typescript, Angular	PASS/FAIL
14	5.4	Server/backend technologies including Java Spring, JHipster, RESTful APIs	PASS/FAIL
15	5.5	PostgreSQL databases	PASS/FAIL
16	5.6	Mobile printers including Zebra SDK	PASS/FAIL
17	5.7	Writing BASH scripts	PASS/FAIL
18	5.8	Docker	PASS/FAIL

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

	Only bruders with pass an above criteria with the considered for the point system evaluation (2nd stage)					
No.	Ref No. in TOR	2.TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD		Points		
		Quality of the Proposal	Max Points	Factor	Weighted score	
19	Overall	Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity	5	2	10	
20	3	Understanding of the scope of work and the responsibilities of the Contractor		3	15	
		Subtotal	10		25	
	Ref No. in TOR	Requirements for the Contractor	Max Points	Factor	Weighted score	
21	5.1.4	To have a minimum of four (4) years of experience developing asset and configuration management systems, including those for complex scientific and technical equipment	5	3	15	
		Subtotal	5		15	
	Ref No. in TOR	Requirements for the Team Roster	Max Points	Factor	Weighted score	
22	5.2.1	A minimum of five (5) years of experience providing software maintenance and support services for complex and custom software systems	5	3	15	
23	5.2.9	A mjnimum of 2 years of professional experience working on business needs of warehouse 5.2.9 management processes including inventory control, inbound, outbound logistics, warehouse layout and compliance standard.		5	25	
	5.1.10	Experience of integrating Cargo Planner API into a warehouse management system	5	2	10	
		Subtotal	15		50	
	Ref No. in TOR	Risk Management	Max Points	Factor	Weighted score	
24	8	The Contractor shall provide a thorough risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the outlined implementation activities in this Terms of Reference (ToR).	5	I	5	
		Subtotal	5		5	
		TOTAL - Technical Evaluation	35		95	

The minimum acceptable - Total Weight Score of 57

EVALUATION METHOD:

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

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 accordance with Table 2 below

In order to pass this stage, bidders must obtain a minimum acceptable Weighted score of at least 57 and in accordance with the scoring table indicated below:

Points	
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.

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= 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

3. Selection

Attachment 3

Price Schedule Form

Framework Contract for the Development of Software Modules for the Equipment and Instrumentation Management System for OSI 1 Period 24 months or max. 140 days

Ref.	ToR Description	Unit	QTY	Unit Price Currency please specify
	Rate for offsite working day	Person-days	1	
	Travel cost for onsite work :	-		
	1- Return ticket for 1 person (estimate 10			
	days during the 2 years)	Ticket	1	
	2- DSA -do not quote see note:4	working Day	10	Please do not quote

Offered Currency shall be USD or EUR only.

NOTES

- 1) Please specify currency (USD or Euro only). The rates shall be firm and fixed throughout the term of the Contract.
- 2) The person-days noted are an upper limit, and the Commission reserves the right, at its sole discretion, to call-off fewer person-days or no person-days at all.
- 3) Estimated costs for travel based on the most economic and direct route shall be specified in the Financial Proposal. Bidders shall indicate whether the travel costs (without DSA) are firm and fixed for the duration of the Contract, or they are estimated. In the case the travel costs are estimated, payment shall be based on actual costs against relevant supporting documentation e.g. invoices for travel, and shall not exceed 10% of the estimate.
- 4) If applicable, Daily Subsistance Allowance (DSA) shall be calculated based on the values provided by the International Civil Service Commission (ICSC) https://icsc.un.org/. Daily subsistance/per diem will be reimbursed at the applicable Daily Subsistance Allowance (DSA) rate of the United Nations (and UN EUR/USD exchange rate, if applicable).



MODEL CONTRACT

(SAP No. xxxxxxxxx)

between

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

and

NAME OF CONTRACTOR

for

DEVELOPMENT OF SOFTWARE MODULES FOR THE EQUIPMENT AND INSTRUMENTATION MANAGEMENT SYSTEM FOR OSI (EIMO), ON CALL-OFF BASIS

This Contract comprises this cover page, a table of contents, 9 (nine) pages of text, a signatories page, a list of Annexes, and 3 (three) Annexes (A to C)

June 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 principal office located at [address] (both hereinafter individually referred to as the "Party" and collectively as the "Parties").

The Parties hereto mutually agree as follows:

1. **DEFINITIONS**

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

"Annex A" means the Commission's General Conditions of Contract.

"Annex B" means the Commission's Terms of Reference.

"Annex C" means the Contractor's Proposal.

"Contract" means this document, its Annexes, FRD and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 21 (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.

"FRD" means a Formal Request for Delivery to be issued by the Commission specifying goods and/or services to be provided by the Contractor upon request by the Commission in accordance with the provisions of the Contract and Annexes B and C.

"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 services provided by the Contractor under this Contract as requested by the Commission under FRDs.

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

"Work" means all the Goods and/or 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 for the Development of Software Modules for the Equipment and Instrumentation Management System for OSI (EIMO), on call-off basis.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

- (a) The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties (hereinafter referred to as the "Effective Date") and shall be valid until the Parties fulfill all their obligations hereunder.
- (b) The Commission shall have the right to call-off the Work in the form of FRD within a period of 24 (twenty-four) months from the Effective Date or the performance of a maximum of 140 (one hundred forty) person-days by the Contractor, whichever occurs first (hereinafter referred to as the "Call-off Period"). The commencement and completion date for the performance of the Work (hereinafter referred to as "Commencement Date" and "Completion Date", respectively) will be set out in the respective FRD.

4. RESPONSIBILITIES OF THE CONTRACTOR

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

(c) The Contractor acknowledges that after the completion of the Work under this Contract, the Commission shall own the Software and source code and the Contractor shall have no rights in that Software or source code unless granted by the Commission under Clause 24 of this Contract.

5. FORMAL REQUESTS FOR DELIVERY

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of Services through the issuance of individual FRD in accordance with Section 6 of Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Work if not requested by the Commission through FRD. However, the Contractor may propose FRD for Commission's evaluation.
- (b) The FRD issued by the Commission shall be the basis for acceptance, invoicing and payment of any Services performed by the Contractor.
- (c) The performance of Services shall be made in full in accordance with the respective FRD. Partial service performance of FRD will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The Services shall be performed at the place and within the approved Work Plan specified in the relevant FRD.
- (e) The Commission may revise FRD as and when it may deem necessary.

6. STANDARD OF WORK

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

7. INSURANCE

The Contractor shall provide appropriate insurance, as specified in Clause 9 of Annex A.

8. WARRANTY

The provisions of Clause 28 of Annex A shall apply to the Work performed by the Contractor.

9. PERMITS, NOTICES, LAWS AND ORDINANCES

- 9.1 The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission. This shall include, but not be limited to, work permits, visa, or similar documents.
- **9.2** The Contractor shall give all notices required by the nature of the Work.
- **9.3** 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.

10. PROTECTION OF PERSONS AND PROPERTY

- **10.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- **10.2** 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 persons on the Commission's or the Station's premises, as applicable, who may be affected thereby.
 - (ii) property of the Commission or the Station, as applicable.
- 10.3 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.
- **10.4** The Contractor shall be responsible for the prevention of accidents on the Commission's or the Station's premises, as applicable, during the execution of the Work.
- 10.5 In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- 10.6 The Contractor shall promptly remedy all damage and loss to any property, referred to in sub-Clause 10.2 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 10.2 above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

11. RESPONSIBILITIES OF THE COMMISSION

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

12. PRICES

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, as follows:
 - (i) for each FRD issued during the firm Call-off Period specified in sub-Clause 3 (b) above, the firm fixed labor rates/fees set out in Annex C.
 - (ii) if applicable, per diem charges (DSA), which cover lodging, meals and incidental travel expenses, based on the United Nations Daily Subsistence Allowance (UN DSA) rates effective at the time of the respective travel (the FRD, will include the UN DSA rates applicable at the time of issuance of the FRD), unless agreed otherwise by the Commission in the relevant FRD
 - (iii) if applicable, the actual incurred travel costs, excluding DSA, based on simple economy return tickets for most direct route, not to exceed the estimated costs pursuant to the relevant FRD, by more than 10% for each return travel under an issued FRD, unless specified otherwise by the Commission.
 - (iv) if applicable, any other costs pursuant to Annex C.

(hereinafter altogether referred to as the "Contract Price").

- (b) The unit prices set out in Annex C shall be held fixed for the entire duration of the Contract.
- (c) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).

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

[Identify type [and amount] of Taxes] is/are applicable under this Contract. The 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 sub-Clause 13.2(d) below.

OR

No Taxes are applicable under this Contract.

13. PAYMENT TERMS

- 13.1 Upon satisfactory completion of each FRD the Contractor shall submit the following supporting documentation to the Commission for payment:
- (a) Original invoice submitted in accordance with sub-Clause 13.2(c) below reflecting the actual costs;
- (b) [[IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, THIS PARAGRAPH SHOULD BE OMITTED:] Documentation referred to in sub-Clause 13.2 (d) below supporting any Taxes paid; and
- (c) Any other documentation that might be required under the applicable FRD.

13.2 General Payment Provisions

- (a) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the original invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (b) 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.
- (c) The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email addressed specified under Clause 22 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.

[NOTE: IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, PARAGRAPH (d) BELOW SHOULD BE OMITTED.]

(d) [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].

14. 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.

15. DELAYS AND EXTENSION OF TIME

- 15.1 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 21 below for such reasonable time as the Commission may determine.
- 15.2 Any request for extension of the time for reasons referred to in sub-Clause 15.1 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.

16. 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.

17. ENTIRE AGREEMENT

This Contract represents the final agreement in respect of the Goods and/or Services and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to C and FRDs shall constitute integral parts of this Contract and shall be of full force and effect.

18. 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:

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

19. 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.

20. 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.

21. 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.

22. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

(a) The Commission:

For Contractual Issues:

Chief, Procurement Section

Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6350

E-mail: procurement@ctbto.org

For invoices:

Accounts Payable

CTBTO Financial Services Section

Vienna International Centre

Wagramer Strasse 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:

23. EFFECTIVENESS

- **23.1** Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery.

- (ii) if by registered mail or courier, when received.
- (iii) if by electronic communication, when retrievable by the Commission in document form.
- 23.2 A communication given under sub-Clause 23.1 above 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.

24. SOFTWARE LICENCE

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

IN WITNESS hereof, the duly authorized repres Vienna, Austria:	sentatives of the Parties have executed this	Contract in
For and on behalf of the PREPARATORY NUCLEAR-TEST-BAN TREATY ORGANIZ		EHENSIVE
[Name and Position]		
Date:	Place: <u>Vienna, Austria</u> .	
For and on behalf of [CONTRACTOR]:		
[Name and Position]		
Date:	Place:	

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

ANNEX B: THE COMMISSION'S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR'S PROPOSAL

ANNEX B

Terms of Reference

DEVELOPMENT OF SOFTWARE MODULES FOR THE EQUIPMENT AND INSTRUMENTATION MANAGEMENT SYSTEM FOR OSI (EIMO), ON CALL-OFF BASIS

1 BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the "Commission") operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty. It provides timely data, assessments and other products and services to Signatory States of the Treaty. More information can be found under www.ctbto.org

The purpose of an On-site inspection (OSI) is to clarify whether a nuclear weapon test explosion or any other nuclear explosion has been carried out in violation of Article I (of the CTBT) and to the extent possible, to gather any facts which might assist in identifying any possible violator.

To manage OSI equipment configurations and their status, the Commission designed and operates the Equipment and Instrumentation Management System for OSI (EIMO). EIMO is a Commission designed and owned, browser-based application serving as a one-stop repository of information relating to OSI deployable equipment. EIMO is based on the technology stack listed in section 5.2. A production version of EIMO is used by Commission staff and also by surrogate inspectors.

The Commission is seeking, on a call-off basis, a Contractor to design and develop new or enhance existing modules within the EIMO application. The Commission outlines here the Terms of Reference (ToR) that the Contractor shall use as a basis for a "Framework contract for the development of software modules for the Equipment and Instrumentation Management System for OSI (EIMO)" (hereinafter referred to as the 'Services').

2 SCOPE

The Commission seeks to establish a Framework Contract with a Call-off Period of two (2) years with a maximum work effort of 140 workdays. It is envisaged that all Services other than testing shall be performed offsite i.e., not at the premises of the Commission. Testing shall be performed at the following location: CTBTO TeST Centre, Seibersdorf, Austria (located approximately 40km by car from Vienna).

3 TASKS

3.1 General

Upon request, the Contractor shall be responsible for:

- Designing and developing new EIMO software modules i.e., new functionality and/or
- Enhancing existing EIMO functionality.

The Contractor shall be ready to provide software development services such as, but not limited to: design, development, integration, testing and enhancement/debugging of the EIMO application.

In particular, the work involves the following steps:

- A review of specifications, existing systems and databases and additional information requirements and comments expressed by the Commission project manager,
- Estimating the effort to execute the work and scheduling of the deliverables,
- Analysis, design, coding and testing,
- Delivery and acceptance support of each deliverable,
- Delivery of the documentation agreed for each project which will provide Commission staff
 with a sound understanding of the rationale of the developed component, so that these staff can
 maintain and expand the system accordingly. Typically, documentation will be in the form of:
 - Comments in the code,
 - o Description in GIT,
 - O Pages in Confluence this will be the primary documentation reference,
 - o Entries in JIRA,
 - o User manuals for installation and operations.

Note that the detailed scope of the service and specific requirements for a Software Project will be defined at the time when the Commission requests the Contractor to submit a Work Plan (see Section 6).

3.2 Areas of work

Examples of areas that the Contractor may be requested to work on include those listed below:

 Design and develop a new 'quick tool' module to verify container content and identify misplaced items,

- Revise the 'maintenance module' of EIMO by simplifying workflows and standardising maintenance schedules.
- Revise the 'systems module' to meet compliance with shipping and customs standards,
- Design a data visualisation module to represent the relationship between configurations, systems and items,
- Design a data visualisation module to illustrate status of configurations.

The Commission will forward requests to the Contractor (see section 6) based on priorities set internally by the Commission.

3.3 Deliverables

Deliverables will relate to tasks and responsibilities as assigned when the work is called-off (see section 6). They will include meeting operational or project task objectives, following established standards, and writing technical documentation. The deliverables may include:

- A statement of the requirements/objectives of the software component,
- Project plan: a plan document specifying the roles and responsibilities, schedule, milestones, deliverables and effort expressed in number of days,
- Progress report and updated project plan,
- Issue management plan,
- Risk management plan,
- Configuration management plan,
- Source code as per agreed coding standards,
- Test protocols, test cases, test scripts and test results (of unit test, integration and system test and when applicable regression test),
- Results of review and inspection (architectural, database design, code, documentation when applicable),
- Technical documentation including design documents for the software components as per agreed standards,
- Workshops or (tele)conferences for knowledge transfer to the Commission staff,
- Recommendations/guidelines to help the Commission staff adhere to the implementation / design concepts,

- Deployment and release policies,
- Changelog: a description of what changes were made relative to the previous release, along
 with a list of files that were modified by each change. Each release shall also include a list of
 outstanding items to be done, including any and all known defects.

4 GENERAL PRINCIPLES

When modifying the EIMO application, the Contractor shall ensure:

- Close cooperation between the Commission and the Contractor is established,
- Allow for changing requirements at all stages of development,
- A communication channel is guaranteed,
- Agile software development framework is employed,
- The Commission JIRA system is used to manage backlog items and sprints,
- Applications are expandable, to enable further tools to be added at a later date as necessary,
- In-person support is provided during installation and testing.

4.1 GIT

Any code changes by the Contractor to any OSI software application shall be updated and documented on the Commission's GIT repository.

4.2 Intellectual Property

The source code developed by the Contractor through the implementation of projects initiated as part of section 6 belongs to the Commission.

5 REQUIREMENTS

5.1 Contractor

The Contractor shall:

- 1. Be a company established for at least four (4) years,
- 2. Have a minimum of four (4) years of using a formal project management methodology,
- 3. Have a minimum of four (4) years of experience in providing software development services using an Agile methodology, preferably Scrum,

- 4. Have a minimum of four (4) years of experience developing asset and configuration management systems, including those for complex scientific and technical equipment,
- 5. Propose at least three (3) staff who, together, meet the requirements in the Team Roster as described in Section 5.2,
- 6. Have a minimum of three (3) years of experience working with a modern issue tracking and ticket management systems, for example Jira,
- 7. Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in an electronic form,
- 8. Provide a warranty period of two (2) or more years after the completion of the user acceptance testing,
- 9. Provide documented evidence, in the form of a plan, that the Contractor will be able to adjust the working hours of its relevant staff (e.g., project manager and lead developers), assigned to a Software Team, to overlap at least two hours with the Commission's working hours (9 am to 5 pm CET), on the Commission's request.

5.2 Programming staff

The Contractor shall identify a programming 'team', which shall not exceed three (3) in number and collectively shall satisfy the following requirements:

- 1. A minimum of five (5) years of experience providing software maintenance and support services for complex and custom software systems,
- 2. Proven experience* of web technologies, including HTML, CSS templating technologies such as Bootstrap,
- 3. Proven experience* of web scripting languages and related libraries including: JavaScript, Typescript, Angular,
- 4. Proven experience* of server/backend technologies including Java Spring, JHipster, RESTful APIs,
- 5. Proven experience* of working with PostgreSQL databases,
- 6. Proven experience* working with mobile printers including Zebra SDK,
- 7. Proven experience* of working with and writing BASH scripts.
- 8. Proven experience* of working with Docker,
- 9. Understanding of business needs of warehouse management processes including inventory control, inbound, outbound logistics, warehouse layout and compliance standards,

- 10. Experience and understanding of Cargo Planner API.
- * 'Proven experience' means a minimum of 2 years of professional experience demonstrated by named projects and an individual's role in each project.

5.3 Maintenance of the Team Roster, conditions of revision

The Contractor shall maintain an up-to-date version of the Team Roster for the duration of the Contract. It is the responsibility of the Contractor to maintain the relevant skills and experience during the Contract period. The Contractor shall be responsible to inform the Commission when a staff member is to be removed or added to the Team Roster, and if the details of staff are modified.

If the Commission estimates that the Team Roster lacks capacity or capability to perform a specific work within the specified timeframe or quality, the Contractor shall provide, within three working days after a request is made by the Commission, the details of skilled and experienced staff to be added to the Team Roster for consideration by the Commission.

6 ORGANIZATION OF WORK

The Commission may ask for Services as described in Section 3. The Commission will call-off Work through a formal request for delivery (FRD).

6.1 Initiating Work

Before the issuance of an FRD to the Contractor, the Commission shall communicate via email information elaborating:

- The Services to be performed as part of the FRD in the form of JIRA tickets and/or 'story',
- The initial acceptance protocol.

Within one (1) week of receiving the request, the Contractor will meet with Commission staff online to:

- Seek clarifications to any ambiguities in the Request,
- Propose solutions for the implementation of the Request.

Within two (2) weeks of receiving the Request, the Contractor shall indicate via email whether they are able to perform the tasks as described in the required timeframe. The Contractor shall provide information in the form of a Work Plan, including:

• A list of staff who will be working on the FRD. Staff shall be drawn from those on the Roster, as described in section 5.2,

- Details of the suggested project management approach,
- Work plan and key schedule to accomplish the Service including:
 - Elaboration of tasks that would become JIRA tickets and estimation of the effort for each,
 - o Identification of interconnections with other Commission applications,
 - o Identification of risks and mitigation measures,
- Number of person-days to be allocated to the Service, including any on-boarding or familiarisation days (see section 6.2),
- Commencement date and completion date of the Service.

After review of the Work Plan for each of the Services identified in the request, and only after acceptance by the Commission, the FRD shall be issued to the Contractor together with an updated Acceptance Protocol.

The Commission shall not be held liable for the performance of any particular Service(s) which have been performed before the formal issuance of an FRD to the Contractor.

6.2 On-boarding and familiarisation

The Contractor shall estimate on-boarding or familiarisation time as a response to each Request. The Commission is not liable for on-boarding or familiarisation time. The on-boarding of staff added to the Roster during the implementation phase of an FRD shall be at the expense of the Contractor.

6.3 Completion and Acceptance

At the end of a particular Service under the FRD, the Contractor shall submit to the Commission the deliverable as stated in the respective FRD. The work will be reviewed by Commission staff and assessed based on the FRD Acceptance Protocol. The Contractor shall ensure that one member of the Roster shall be present at the CTBTO TeST Centre for two days for the testing and completion of the Acceptance Protocol.

7 RESOURCES PROVIDED BY THE COMMISSION

For designated Contractor staff members listed on the Team Roster, and to the extent necessary for the Contractor to fulfil the requirements of these Terms of Reference when carrying out services approved by the Commission on-site, the Commission will provide:

 Physical access to the CTBTO TeST Centre in Seibersdorf; however, strict conditions and limitations on access and use of any accessed code or documentation described above will apply as contained in the Contract. Access will be granted only upon request and approval by the relevant internal/external bodies.

- Relevant documentation,
- Qualified staff to assist and cooperate in responding to information requests from the Contractor in order to allow the Contractor to carry out the Work,
- Remote access facilities to EIMO.

All other resources are to be provided by the Contractor.

8 RISK MANAGEMENT

The Contractor shall provide a business continuity and risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the outlined implementation activities 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 continuously updated, aligning with the delivery of project milestones and 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 CTBTO, thereby contributing to the knowledge repository for forthcoming software development endeavours.

STATEMENT OF CONFIRMATION

On behalf of (name of firm or organization):	, I her	reby
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.

¹The 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.
- 1) 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 Sole Agent Supplier Other (please explain)				
13. Type of Business/Services/Work: Engineering Civil Work Governmental Institution Other (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\$ Equiva	llent: Year:			
Organization: Value in US\$ Equiva				
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				
	CC 11 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 10 0		
18. This section shall be signed and stamped by an your organization:	official legally authorized to enter i	into contracts on behalf of		
Name: Title:	Signature:	Date:		
Bank Details	Beneficiary Details			
Bank Name:	Beneficiary Name: (exactly as stated on bank statements)			
Bank Address:	IBAN:			
Exact Account Holder Name:	(if applicable)			
Exact recount fronter (vanie)	Account number:			
	SWIFT/BIC:			
	ABA/Sort Code:			
Additional Details (if applicable)				
Correspondent bank:				
Correspondent account number:				
Correspondent SWIFT/BIC:				
Tax Identification Number:				
	ΓΒΤΟ USE ONLY nitials	Date:		
-				
Updated By:	itials	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.