


REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2025-0099/JIBRIL 
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Date: 18 Jul 25

Fax:

Email:

Subject: Provision of Veeam subscription licenses for Microsoft 365 and support services for Veeam Backup and Replication for 3 years as per the attached Terms of Reference.

Deadline for Submission: 18 Aug 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: 2025-0099 Title: Procurement of Veeam subscription licenses for Microsoft 365 and support services for Veeam Backup and Replication for 3 years as per the attached Terms of Reference.	Closing Date: 18 Aug 25 Vienna Local Time: 17:00
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Procurement Staff: Othman Jibril

CTBTO Req. No.: 0010027420

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: _____
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B: We may submit and will advise

By: _____ (date)	Company Name: _____ Contact Name: _____ Email/Tel: _____
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C: We will not submit a proposal for the following reason(s)

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

Company Name: _____ Contact Name: _____ Email/Tel: _____
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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, Austria, 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 *Veeam subscription licenses for Microsoft 365 and support services for Veeam Backup and Replication* 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 service is 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
 - Attachment 1: Minimum Content of Technical Proposal and Technical Compliance Matrix;
 - Attachment 2: Price Schedule Form
 - Attachment 3: Evaluation Criteria and Method.
- (c) List of CTBT State Signatories available at [http://www.ctbto.orgunder Status of Signatures and Ratifications | CTBTO](http://www.ctbto.orgunder>Status%20of%20Signatures%20and%20Ratifications) and incorporated hereby by reference;
- (d) Vendor Profile Form
- (e) Statement of Confirmation
- (f) The Commission’s Model Contract and its Annexes A – C;
 - The Commission License Agreement option 1 or option 2 (Annex A)
 - The Commission’s General Conditions of Contract (Annex B of the Model Contract) - incorporated herein by reference and available at: [CTBTO General Conditions of Contract](#)
 - The Commission’s 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.

- (a) The Proposal shall be submitted electronically in three separate pdf files, one containing a Financial Proposal *with* prices, one containing a Financial Proposal *without* prices, and one containing a Technical Proposal, to [**procurement@ctbto.org**](mailto: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]

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

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**](mailto:procurement@ctbto.org)

Subject: RFP No. 2025-0099/JIBRIL - Request for Clarifications

The Commission will make all reasonable efforts to issue the clarifications not later than 7 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

Instructions for preparation and submission of Proposals

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 Clause 12 of 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.

Technical Compliance Matrix

The Proposal shall contain the minimum Content of Technical Proposals, and the Technical Compliance Matrix provided in Attachment 1.

The Proposal shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether having cost implications. This shall include details of warranties/manufacturer's guaranties in respect to any Equipment item.

Focal Point

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.

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.

Commission's Inputs

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

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

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 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 at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#)

PART II: FINANCIAL PROPOSAL

The Financial Proposal shall be submitted in the form of the Price Schedule provided in Attachment 3. 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, FOR each category mentioned in the Terms of Reference (TOR).

All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract Price.

In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal.

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.

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 Proposal

- (a) The Commission will conduct the evaluation based on the criteria and method specified in Attachment 3 "Evaluation Criteria and Method".
- (b) 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 and time.

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 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 Licence Agreement, Commission's General Conditions of Contract and 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
MINIMUM CONTENT OF TECHNICAL PROPOSAL
AND
TECHNICAL COMPLIANCE MATRIX

**PROVISION OF VEEAM SUBSCRIPTION LICENSES FOR MICROSOFT
365 AND SUPPORT SERVICES FOR VEEAM BACKUP AND
REPLICATION**

Part I - Minimum Content of the Technical Proposal

The table below sets out the Minimum content of the Proposal

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.
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 the Terms of Reference, detailing key assumptions that impact the proposal and provide a section-section response to each of the requirements of the Terms of Reference.

Part II – Technical Compliance Matrix

Below table reflects the Mandatory Requirements. 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.

Ref No.o f ToR	Mandatory Requirements	Bidder's Response		Indicate section in your proposal
		Please tick whichever is applicable		
		"Yes"	"No"	
2.1	Veeam Backup for Microsoft 365 3-years subscription Production 24x7 support from Veeam Number of users: 550	<input type="checkbox"/>	<input type="checkbox"/>	
2.3	Veeam data Platform Advanced Universal 3-year support renewal, 170 Instances	<input type="checkbox"/>	<input type="checkbox"/>	
3.	The Contractor shall be Veeam Silver Value Added Reseller	<input type="checkbox"/>	<input type="checkbox"/>	
3.1	The Contractor personnel should have Veeam Certified Engineer (VMCE) or Veeam Certified Architect (VMCA) certifications.			

Attachment 2

Price Schedule Form

ToR items	Description	Unit	QTY	Unit Price and Currency (please specify)	Total Price (please specify the currencey)
2	Deliveables				
2.1	Firm: Veeam Backup for Microsoft 365 Subscription for 3 years, including Production 24x7 support from Veeam Required number of Microsoft 365 licenses: 550	year	3		
2.2	Optional: Option to purchase up to 50 additional licenses of Veeam Backup for Microsoft 365.	year	3		
2.3	Firm: Veeam data Platform Advanced Universal : The renewal for the existing licenses, required number of Instances: 170 .	year	3		
2.4	Professional Services (Optional) Up to 20 person/days per each year, Max. 60 person-days for 3 years	day	1		

- NOTES**
- Optional Licenses and optional professional services will be ordered if required on a Call-off basis during the duration of the contract through separate purchase orders.
 - Offered Currency shall be in Euro or USD only.
 - Veeam provides discounted public sector pricing. The Bidder shall confirm to the Commission that the offered price has considered the status of the Commission as an International Organization.

Attachment 3
Evaluation Criteria and Method
Provision of Veeam backup Licenses and Support services

Ref No. in TOR	1.QUALIFICATION REQUIREMENTS (PASS/FAIL)	PASS/FAIL
2.1	Veeam Backup for Microsoft 365 3-years subscription Production 24x7 support from Veeam Number of users: 550	PASS/FAIL
2.2	Option to increase number of Veeam Backup for Microsoft 365 licenses to 600	PASS/FAIL
2.1	Veeam data Platform Advanced Universal 3-year support renewal 170 Instances	PASS/FAIL
3	The Contractor shall be Veeam Silver Value Added Reseller	PASS/FAIL
3.1	The Contractor personnel should have Veeam Certified Engineer (VMCE) or Veeam Certified Architect (VMCA) certifications.	PASS/FAIL

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

No.	2.TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD	Points		
	Quality of the Proposal	Max Points	Factor	Weighted score
2.3	Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	5	2	10
2.3	Understanding of the scope of work and the responsibilities of the Contractor	5	2	10
2.3	Sample of training curriculum	5	1	5
TOTAL - Technical Evaluation		15		25

The minimum acceptable **Total score is 15**

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 a **score of at least 15** and in accordance with the scoring table 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 Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations.

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

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 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.

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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.

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)** <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> Organization: Value in US\$ Equivalent: Year: </div> <div style="display: flex; justify-content: space-between;"> Organization: Value in US\$ Equivalent: Year: </div>		
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.

MODEL CONTRACT

(SAP No. 4400000xxx)

between

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

and

THE CONTRACTOR

for

**PROVISION OF VEEAM SUBSCRIPTION LICENSES FOR MICROSOFT 365
AND SUPPORT SERVICES FOR VEEAM BACKUP AND REPLICATION**

This Contract comprises this cover page, a table of contents, seven (7) pages of text, a signatories page, a List of Annexes, and four (4) Annexes (A to D)

July 2025

TABLE OF CONTENTS

1. DEFINITIONS.....	1
2. AIM OF THE CONTRACT	2
3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT	2
4. STANDARD OF WORK	2
5. RESPONSIBILITIES OF THE CONTRACTOR.....	2
6. ORGANISATION OF CONTRACT IMPLEMENTATION	2
7. WARRANTY	3
8. PERMITS, NOTICES, LAWS AND ORDINANCES.....	3
9. PROTECTION OF PERSONS AND PROPERTY.....	3
10. RESPONSIBILITIES OF THE COMMISSION.....	4
11. CONTRACT PRICE.....	4
12. PAYMENT.....	5
13. TEMPORARY SUSPENSION OF WORK	5
14. DELAYS AND EXTENSION OF TIME.....	5
15. CONTRACTOR'S CLAIMS AND REMEDIES	6
16. ENTIRE AGREEMENT.....	6
17. DISCREPANCIES	6
18. SEVERABILITY	6
19. NO WAIVER.....	6
20. CONTRACT AMENDMENT	6
21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS	6
22. EFFECTIVENESS	7
SIGNATURE PAGE.....	8
LIST OF ANNEXES.....	9

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 [contractor name] (hereinafter referred to as the “**Contractor**”), having its registered office located at [address], (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.

“**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.

“**Software**” means the software described in Annex C (the Commission’s Terms of Reference).

“**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 Veeam Subscription Licenses for Microsoft 365 and Support Services for Veeam Backup and Replication 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 three (3) years** and thereafter 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) All Software provided by the Contractor shall be governed by the License Agreement attached as Annex A.
- (d) The Contractor shall provide the optional professional Services described as optional items in Annexes C and D through a separate purchase order as and if required during the duration of the Contract.
- (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) **Veeam Backup for Microsoft 365 (Sections 2.1, or 2.2-Option) and Veeam data Platform Advanced Universal (Section 2.3) of Annex C**

The Contractor shall provide subscription and support Services described in Annex C for a period of **three (3) years**. No Purchase Order(s) by the Commission shall be required for initiating the provision of the subscription and support services under this Sub-Clause (a).

- (b) **Optional Professional Services (Section 2.4 of Annex C)**

- (i) During the term of the Contract, the Commission has the right, but not the obligation, to request optional Services through the issuance of separate Purchase Orders and up to 20 (twenty) person/days during each year of the contract duration under Clause 3

above based on the firm fixed unit price set out in Annex D. The Contractor shall not perform any such professional Services if not requested by the Commission through a Purchase Order.

- (ii) A Purchase Order issued by the Commission shall be the basis for acceptance, invoicing, and payment of any on-request optional professional Services performed by the Contractor.
- (iii) The performance of the optional professional Services shall be made in full in accordance with the respective Purchase Order. Partial service performance of the Purchase Order will not be accepted and reimbursed without prior written agreement by the Commission.
- (iv) The optional professional Services shall be performed at the place and within the approved Work Plan specified in the relevant Purchase Order.
- (v) The Commission may revise the Purchase Order as and when it may be necessary.

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 Work is carried out in accordance with Annexes C and D, and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Work.

11. CONTRACT PRICE

- (a) The Commission shall pay to the Contractor in consideration of the full and proper performance of the Work under the Contract:
 - (i) for the Veeam Backup for Microsoft 365 and Veeam data Platform Advanced Universal, (Sections 2.1 or 2.2 and 2.3 of Annex C), the firm fixed price pursuant to Annex D of [amount];
 - (ii) for the Optional Professional Services set out in section 2.4 of Annex C, the amount in the relevant Purchase Order based on the firm fixed unit price pursuant to Annex D; (hereinafter referred to as the “**Contract Price**”).
- (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:
- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per sub-Clause 12 (d) below, **[IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, THE FOLLOWING SENTENCE SHOULD BE OMITTED: the documentation referred to in Clause 12(e) below supporting any Taxes paid;]** and any other documentation that might be required under the applicable Purchase Order.
- (c) 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. 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.

[NOTE: IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, PARAGRAPH (d) BELOW 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 sub-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 and if applicable, the Purchase Order(s) shall constitute integral parts of this Contract and shall be of full force and effect.

17. DISCREPANCIES

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

- i. This document;
- ii. The Commission's License Agreement (Annex A)
- 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);
- vi. The relevant Purchase Order.

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 submission of 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 invoices and payment related enquiries:

Payments@ctbto.org

- (b) The Contractor:
xxxxxxxx

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 sub-Clause 22 (a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

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

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

[Name and position]

Date: _____

Place: Vienna, Austria.

For and on behalf of **THE CONTRACTOR**

[Name and Position]

Date: _____

Place: _____

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S LICENSE AGREEMENT

ANNEX B: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

ANNEX C: THE COMMISSION'S TERMS OF REFERENCE

ANNEX D: THE CONTRACTOR'S PROPOSAL

Annex C

TERMS OF REFERENCE

Provision of Veeam subscription licenses for Microsoft 365
and
support services for Veeam Backup and Replication

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 (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion. The Treaty provides for a global verification regime, including a network of 337 stations worldwide, a communications system, an International Data Center and on-site inspections to monitor compliance. The Headquarter and the International Data Center (CTBTO) of the Preparatory Commission are in Vienna (Vienna International Center of United Nations). More information can be found under www.ctbto.org

The commission currently uses Veeam products for data protection, Infrastructure monitoring and analytics, and wishes to renew:

- Licenses for Veeam Backup for Microsoft 365, and Agent instances
- Support services for Veeam availability suite

2. DELIVERABLES

The Contractor shall provide the following:

2.1 Veeam Backup for Microsoft 365

- Subscription for 3 years, including Production 24x7 support from Veeam
- Required number of Microsoft 365 licenses: 550

2.2 Additional optional requirement: Option to purchase up to 50 additional licenses of Veeam Backup for Microsoft 365.

2.3 Veeam data Platform Advanced Universal

The contractor shall offer renewal of the existing licenses, required number of Instances: 170.

2.4 Professional Services

- For each year of the Contract, the Commission shall have the option to exercise in a form of call-off up to 20 person/days with the Contractor.
- The person/days shall be usable for consulting (including hands-on configurations) or Veeam accredited training, sample of raining curriculum to be provided

3. CONTRACTORS REQUIREMENTS

The Contractor shall be Veeam Silver Value Added Reseller. Bidders shall provide evidence of partnership with Veeam.

3.1 Contractor's key personnel requirements

The Contractor personnel should have Veeam Certified Engineer (VMCE) or Veeam Certified Architect (VMCA) certifications.