

## REQUEST FOR PROPOSAL

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**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2025-0134/RICKARD *luy*  
(PLEASE QUOTE ON ALL COMMUNICATIONS) <sup>46</sup>

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

**E-mail:** procurement@ctbto.org

**Attn:**

Phone:

**Date:** 17 Sep 25

Fax:

Email:

**Subject:** NetBackUp Disk Capacity Expansion and additional licenses

**Deadline for Submission:** 3 Oct 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

<b>Solicitation No:</b> 2025-0134	<b>Closing Date:</b> 3 Oct 25
<b>Title:</b> NetBackUp Disk Capacity Expansion and additional licenses	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Adam Neil Rickard

**CTBTO Req. No.:** 0010027750

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

### **WITHIN FIVE (5) DAYS**

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

**by email to**  
procurement@ctbto.org

#### ***A: We shall submit our proposal***

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

#### ***B: We may submit and will advise***

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_



## INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

### 1. General

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

This Request for Proposal (RFP) is for the provision of services as described in the Terms of Reference for the “NetBackup disk capacity expansion and additional licenses”.

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

### 2. Documents included in this RFP

This RFP consists of the following documents:

- 1) Letter of Invitation;
- 2) These Instructions for Preparation and Submission of Proposals with its Attachments:
  - Attachment 1: Procedure for Submission of Electronic Offers in 2 sealed files;
  - Attachment 2: Evaluation Criteria and Method;
  - Attachment 3: Minimum Content of Technical Proposal and Technical Compliance Matrix; and
  - Attachment 4: Financial Bid - Price Schedule Form.
- 3) Vendor Profile Form;
- 4) Statement of Confirmation.
- 5) List of CTBT State Signatories available at [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#) and incorporated hereby by reference;
- The Commission’s Model Contract and its Annexes;
  - Annex A - The Commission’s License Agreement;
  - Annex B - The Commission’s General Conditions of Contract, available at [CTBTO General Conditions of Contract\\_08-10-2021\\_final.docx](#) and incorporated hereby by reference;
  - Annex C - The Commission’s Terms of Reference.

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

**4. Language of the Proposal**

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

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

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

**The Proposal shall be submitted electronically according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES”.**

**Proposals not submitted as electronically sealed proposal as indicated above and following the instructions outlined in Attachment 1 and in accordance with this RFP will not be considered and may lead to the rejection of the Bidder from the procurement process.**

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

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

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case, no later than **five (5) business days prior to the Closing Date**. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail sent to:

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)  
Subject: 2025-0134/RICKARD - Request for Clarifications

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

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

**7. Eligible Goods and Services**

The goods and services (if any) to be rendered under the Contract/Purchase Order 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](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#). For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

## **8. Type of Contract and Payment**

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

## **9. Preparation of the Proposal**

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

The Proposal shall be composed of the following separate parts:

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

### **PART I: TECHNICAL PROPOSAL**

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

#### **1. Point of Contact**

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

#### **2. Documents Establishing the Eligibility and Qualifications of the Bidder**

- (i) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award the Contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited, to the following:
  - (a) That, in the case of a Bidder offering to supply goods and/or services under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
  - (b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract.
- (ii) Expertise of the Firm/Organization: This section shall provide a brief information on the experience of the organization, both domestic and international, which are related or similar in nature to the requirements of the RFP.
- (iii) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term.

### **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 together with the Proposal.

### **3. 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. At the minimum, the Proposal shall include the below and as required in "Attachment 3 Minimum mandatory content of the Technical Proposal".

- (i) A detailed description of the proposed solution and inclusion of any relevant technical literature.
- (ii) The completed document "Attachment 3 Technical Compliance Matrix" duly filled in. Note that this document is a high-level compliance matrix only. Bidders shall provide in the Technical Proposal sufficient evidence to demonstrate competence and compliance with the requirements;
- (iii) A detailed technical document demonstrating how your proposed solution delivers each of the Technical Requirements and Functional Requirements, in the order outlined in the Terms of Reference (ToR);
- (iv) All hardware specifications, installation guides and maintenance manuals, as well as the installation and test plan for all Goods;
- (v) Detailed description how hardware support and maintenance will be provided, meeting the requirements of the ToR;
- (vi) A draft risk plan addressing the requirements in ToR section 11; and
- (vii) Any other relevant issue which the Bidder would like to bring to the attention of the Commission whether or not having cost implications.

### **4. Qualifications**

Documentary evidence of the bidder's qualifications to provide the Goods and 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 in compliance with all the requirements and qualifications set forth in the Terms of Reference (see Attachment 1 to this RFP – Technical Compliance Matrix).

### **5. Commission's Inputs**

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

### **6. Sub-Contractors**

The Proposal shall include names, legal status, address and qualifications of subcontractor(s), if any, involved in the Project and the scope of the subcontracted services. The Bidder shall provide a statement that its organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT States Signatories (list available on the CTBTO website at

## 7. Work permits and Visas

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

## 8. Delivery Schedule

Delivery time shall be indicated in weeks after receipt of an order and shall be firm during the validity of the Proposal and comply with the delivery requirements specified in the Terms of Reference. Information for standard availability of optional items shall also be included in the proposal e.g. X days from order.

## PART II: FINANCIAL PROPOSAL

The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference in accordance with **Attachment 4 (Price Schedule Form)**. The Contractor shall complete the pricing table(s) with the corresponding prices as part of proposal submission.

Clear and detailed explanations would enable the Commission 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.

### Taxes

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected Bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected Bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

#### (1) *For Austrian companies*

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

#### (2) *For European Union (EU) Companies*

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

#### (3) *For Non-EU Companies*

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

**10. Completeness and Correctness of the Proposal**

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

**11. Validity of the Proposal**

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

**12. Correction of Errors**

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

**13. Evaluation of the Proposal and Award**

- (a) The Commission will conduct the evaluation based on the criteria and method specified in Attachment 2 "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.

**14. Negotiations of the Proposal and Award**

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

**15. 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.

**16. The Commission's Right to Reject the Proposal**

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



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

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

**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.

**20. Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Bids**

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

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

<b>BIDDER'S STATEMENT</b> <b>PLEASE FILL THIS FORM &amp; SUBMIT WITH THE BID</b>	
Delivery Time:	
Shipping weight (kg) and Volume (m <sup>3</sup> ) – if applicable:	
List of recommended consumables and spares including prices and details on local availability, if applicable (please tick): <input type="checkbox"/> For one year period <input type="checkbox"/> For a period of .....	
Warranty period applicable (it shall be for a <b>minimum of 24 months</b> , starting from the acceptance of the goods/services by the Commission) – please tick below: <input type="checkbox"/> For a two year period <input type="checkbox"/> For a period of .....	
Availability of local service in Vienna, Austria (if any/if applicable):	
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 Bid : Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Confirmation that the Bidder has reviewed the Commission's Model Contract, Licence Agreement and General Conditions of Contract and agreed to all terms and conditions.</b> <div style="text-align: center;">             Yes <input type="checkbox"/>                      No <input type="checkbox"/> </div>	
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). <div style="text-align: center;">             Yes <input type="checkbox"/>                      No <input type="checkbox"/>                      Not applicable <input type="checkbox"/> </div>	
Remarks:	
Name:	
Name & Title of Contact Person:	
Signature & date:	

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

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

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

### **CRITICAL INFORMATION:**

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

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

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

Should you have any questions, please send an email to [procurement@ctbto.org](mailto:procurement@ctbto.org).

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

### **INSTRUCTIONS:**

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

We recommend using the open-source, free software **7-zip**, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive. In the below, we'll use 7-zip as an example. (You can download the 7-zip code for Windows at: [7-zip.org](http://7-zip.org))

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

## Creating the archives for submission

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

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

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

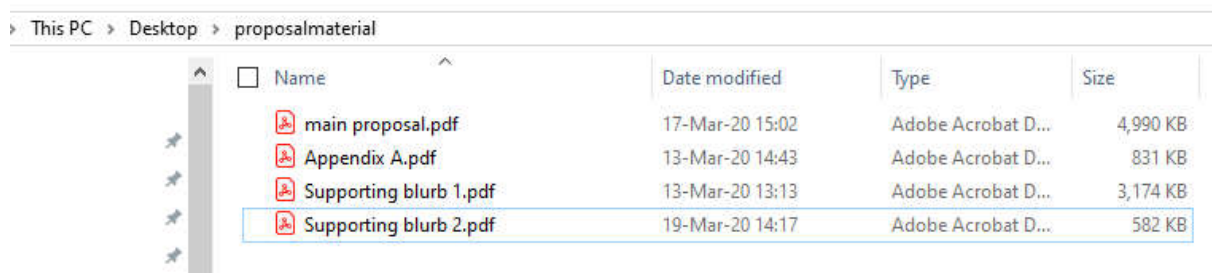


Figure 1 An example set of files to be submitted

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

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

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

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

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

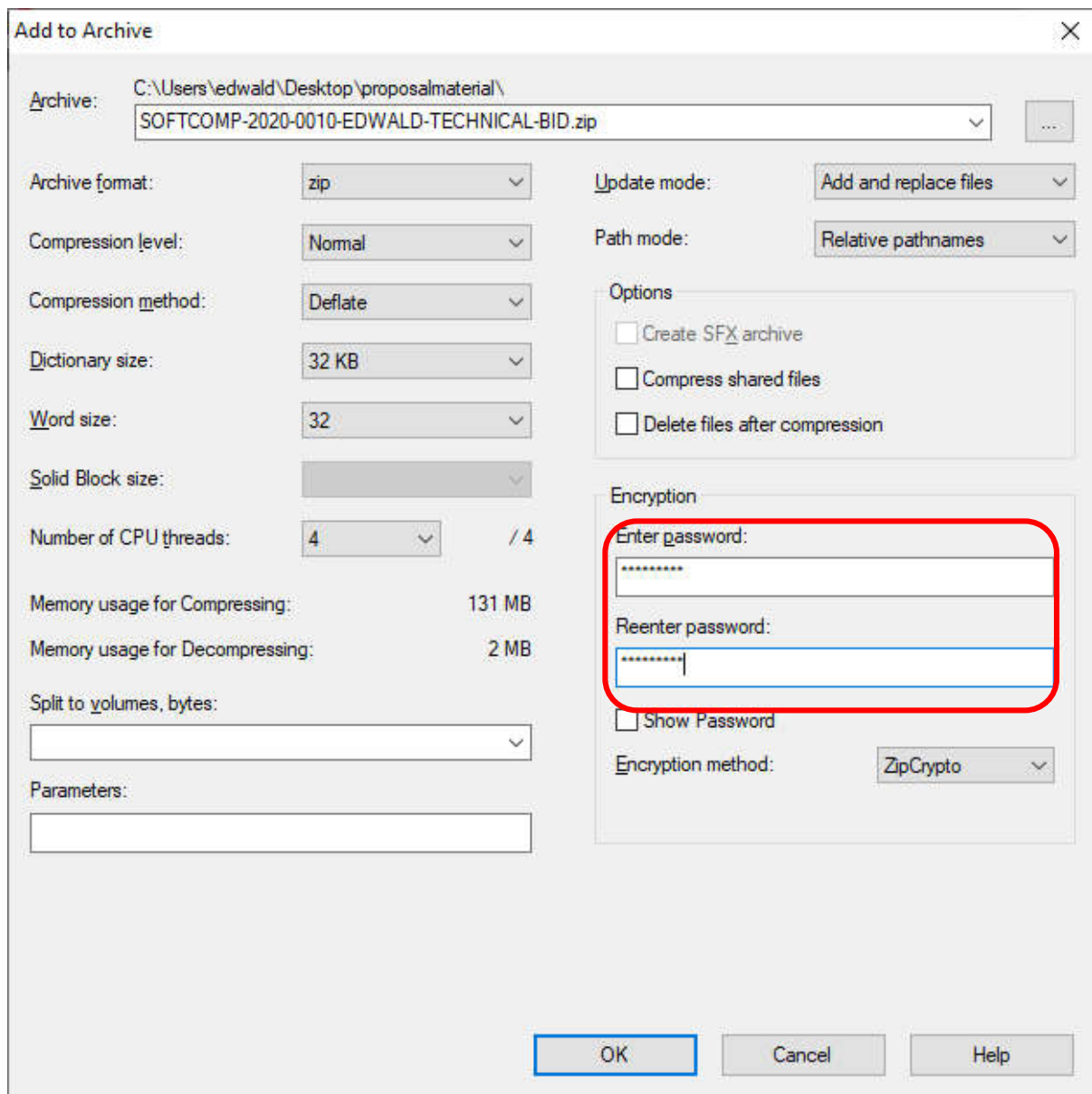


Figure 2 Creating an Archive

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

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

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



Figure 3 *SHA1*

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

Sidebar: How to open a CMD window in Windows:

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

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

Finally,

1. Create a new email, Subject: example- “SOFTCOMP-2020-0010-EDWALD”. Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives.  
**SEND THIS TO:** [sealed\\_bids@ctbto.org](mailto:sealed_bids@ctbto.org) (note that there is an underscore “\_” between “sealed” and “bids”). (Should the email become larger than your mail system allows, you can

try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)

2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.)

**SEND THIS TO:** [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org)

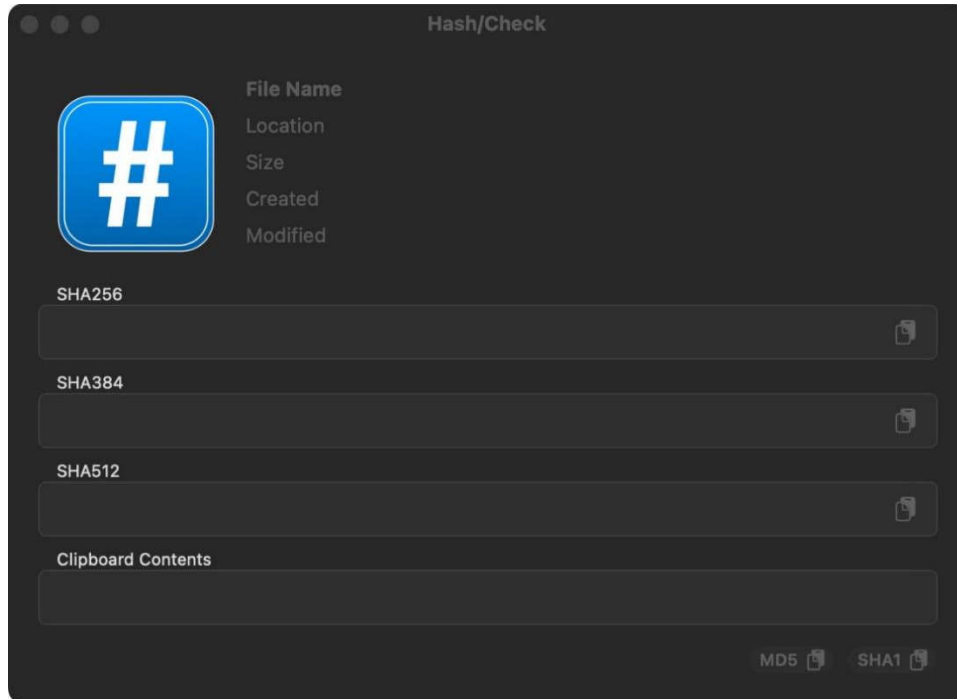
**IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Offer to the [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org) mailbox when sending your Technical and Financial Offer to the [sealed\\_bids@ctbto.org](mailto:sealed_bids@ctbto.org) mailbox. **You shall only send the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

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

As mentioned above, should you have questions or difficulties, please send an e-mail to [procurement@ctbto.org](mailto:procurement@ctbto.org).

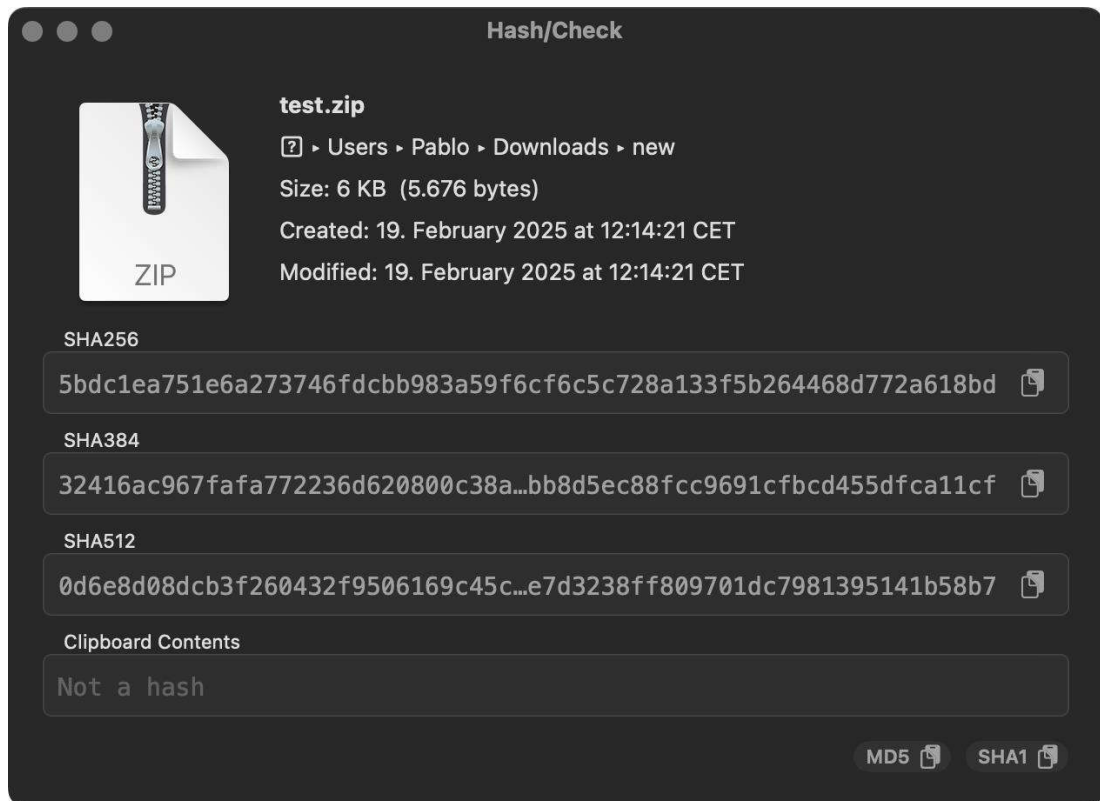
**For MAC users:**

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



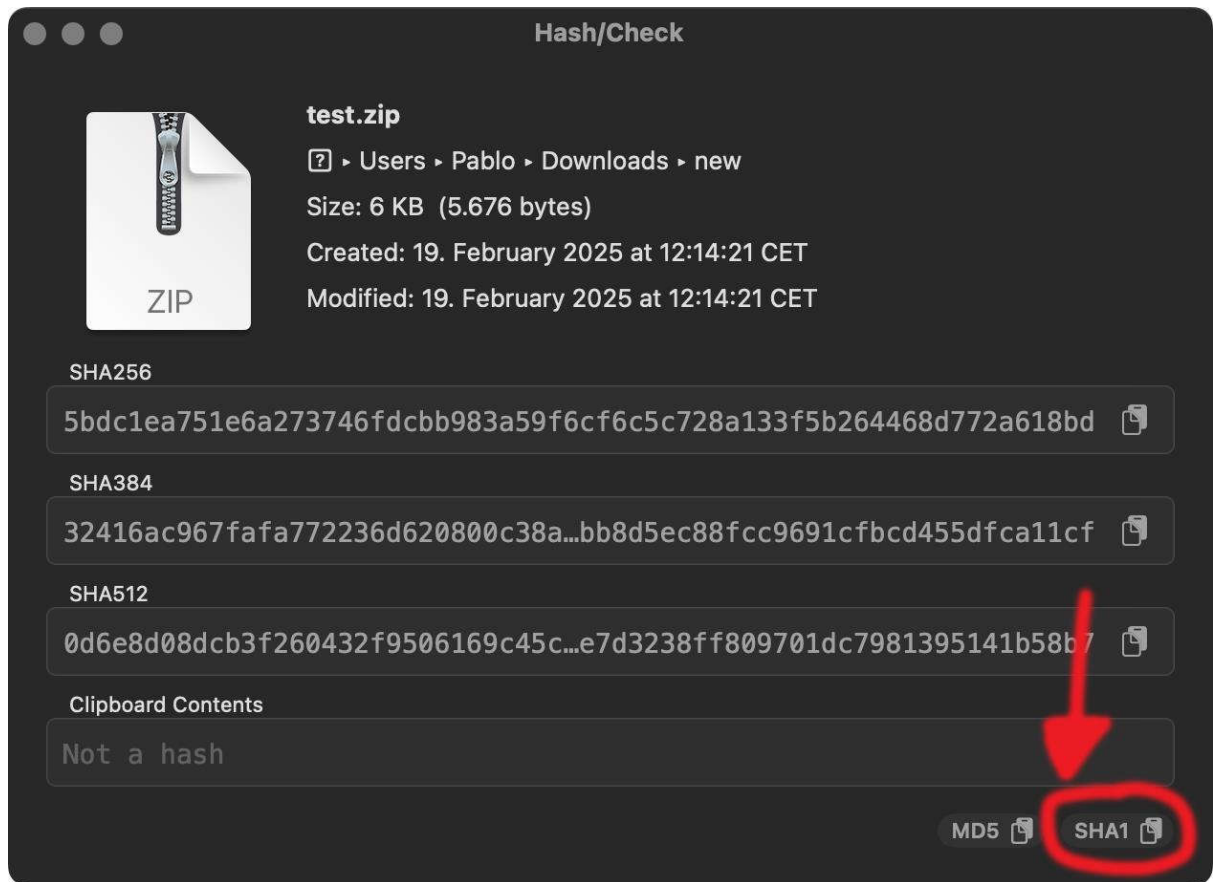
3. Please use your submitted technical and financial proposals



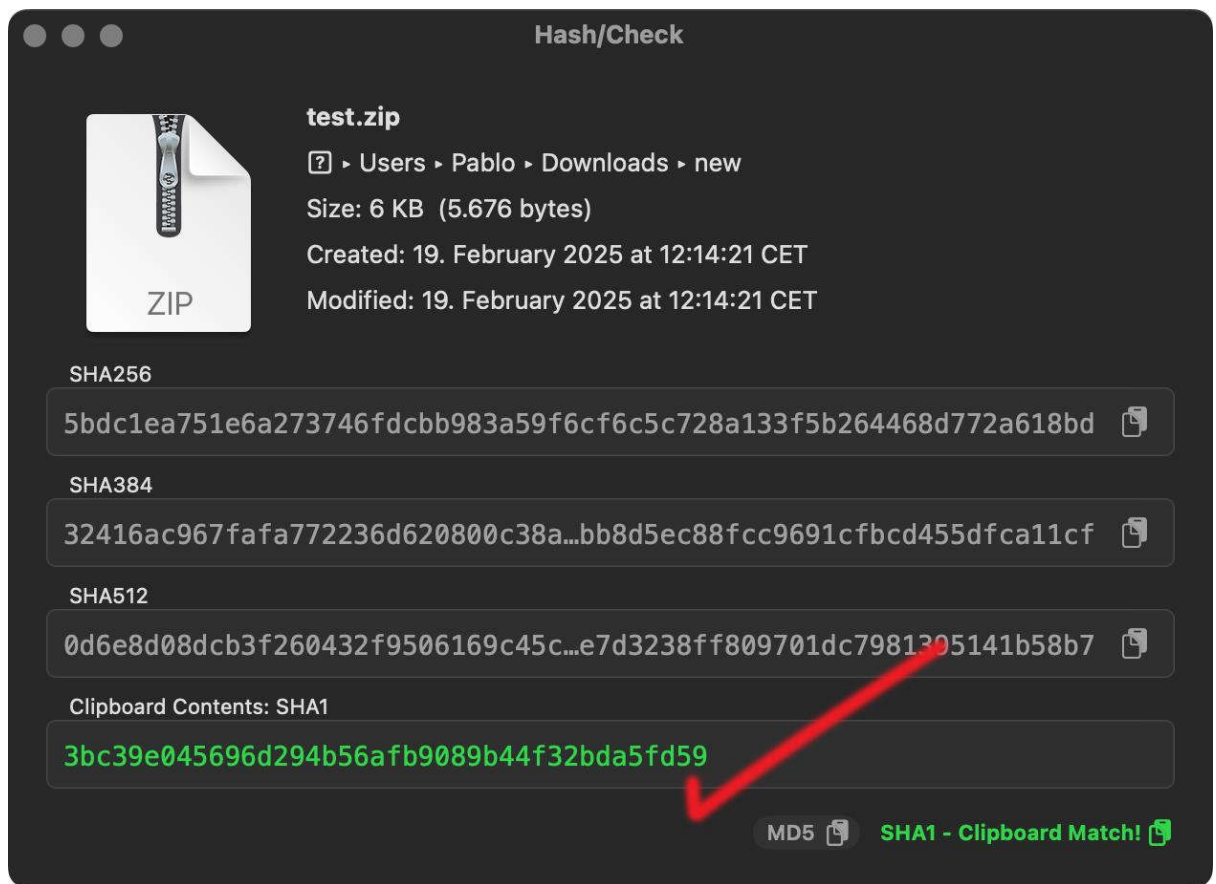


4. And it automatically creates several different hash values ... --- But the one we need SHA1 is not there ...

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



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



-----OR-----

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

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

Finally,

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

2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.)

**SEND THIS TO:** [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org)

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

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

As mentioned above, should you have questions or difficulties, please send an e-mail to [procurement@ctbto.org](mailto:procurement@ctbto.org).

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**Attachment 2**  
**NetBackup disk capacity expansion and additional licenses**

**STAGE 1: MANDATORY Requirements (PASS/FAIL)**

No.	TOR REF	1. QUALIFICATION REQUIREMENTS (PASS/FAIL)	PASS/FAIL
	Section 4	The Contractor shall deliver, supply and install hardware at the Commission's premises- Netbackup storage system expansion for DE4000H (ThinkSystem) - Type 7Y74;	
2	Section 4	The Contractor provides all the necessary software products and licenses required to fully put the hardware specified in the section 4 into production.	
3	Section 7	The Contractor shall provide Services as specified in section 7 of the Terms of Reference.	
4	Section 8	The bidder is able to provide optional items as specified under section 5 and 6 in the form of additional FRD's, within one (1) year from the Commission's acceptance of the hardware	
5	Section 9	The Contractor shall be a certified reseller of Lenovo and Veritas products- evidence to be provided	
6	Section 10	The proposal includes a kick-off meeting and a workshop.	
7	Section 10.3	Delivery and Installation - the contractor shall provide delivery as specified in section 10.3	
8	Section 10.3	Delivery vehicles will be equipped with lifting tailgates. All hardware will be unboxed outside of the data centres. Empty packing material will be disposed of by the Contractor.	
9	Section 10.3	All equipment will be delivered fully assembled and installed in one of the Commission's data centres.	
10	Section 10.4	The Contractor shall provide hardware support maintenance in accordance with Section 10.4 of ToR	

**STAGE 2: WEIGHTED CRITERIA**

Only bidders who pass all above criteria will be considered for the point system evaluation (2nd stage)					
No.	TOR REF	2. TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD	Points		
			Max Points	Factor	Weighted score
		<b>Quality of the Proposal</b>			
1	All	Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	5	6	30
2	All	Understanding of the scope of work and the responsibilities of the Contractor	5	5	25
		<b>Subtotal</b>	<b>10</b>		<b>55</b>
			<b>Max Points</b>	<b>Factor</b>	<b>Weighted score</b>
		<b>Organization of the Work</b>			
4	Section 10.1	Detail of the hardware documentation including installation guides and maintenance manuals	5	2	10
5	Section 10.4	The level of details in proposal on how the support and maintenance services specified in section 10.4 of the Terms of Reference will be provided	5	5	25
		<b>Subtotal</b>	<b>10</b>		<b>35</b>
			<b>Max Points</b>	<b>Factor</b>	<b>Weighted score</b>
		<b>RISK MANAGEMENT</b>			
6	Section 11	Risk management approach of the bidder addressing Section 11 of the ToR	5	2	10
		<b>Subtotal</b>	<b>5</b>		<b>10</b>
		<b>Grand Total</b>	<b>25</b>		<b>100</b>

**EVALUATION METHOD:**

**1. Technical Evaluation:**

The technical evaluation process will be done in two stages:

- 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;
- Stage 2:** The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the evaluation matrix above. In order to pass this stage, bidders must obtain total of **Weighted Score of at least 60** and in accordance with the scoring table 2 indicated below:

**TABLE 2**

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

**2. Financial and commercial evaluation**

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

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

Legend:

X= points to be assigned to the offer being evaluated  
Y= price of the lowest priced, technically compliant offer  
Z= price of the offer being evaluated

The weight of the technical and financial components is **60%** and **40%** respectively, subject to contractual acceptability.  
The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations, subject to contractual acceptability.

# **RFP 2025-0134/RICKARD**

## **NetBackup disk capacity expansion and additional licenses**

### **Attachment 3: MINIMUM CONTENT OF TECHNICAL PROPOSAL AND TECHNICAL COMPLIANCE MATRIX**

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.

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

### **Part I – Minimum Content of the Technical Proposal**

<b>Item</b>		<b>Minimum content</b>
<b>1. Executive Summary</b>		Provide an overview of the proposal
<b>2. Experience, Resources and Project Management</b>		
2.1 Corporate Profile and Values	<ul style="list-style-type: none"><li>Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc.</li><li>Company business structure and its authority to execute all Work under the Contract.</li><li>If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project.</li><li>In case the Bidder requires the services of subcontractors, the Proposal shall include:<ul style="list-style-type: none"><li>a) Relationship of the Bidder's business to any subcontractor(s) that will be used.</li><li>b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization.</li><li>c) The scope of work and nature of subcontracting.</li></ul></li></ul>	
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 4 of the Terms of Reference (ToR).
<b>3. Meeting the Requirements*</b>		

\* It is mandatory to include Optional items in the Proposal. In the event of award, the Commission, at its own discretion, will decide whether to order these items at the time of the Contract placement and/or through the issuance of FRD(s) within one (1) year from the Commission's acceptance of the hardware.

3.1 Understanding of the ToR*	<ul style="list-style-type: none"> <li>Please describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal.</li> </ul>
<b>4. Contractor's key staff</b>	
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.
<b>5. Model Contract</b>	
A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions.	

## Part II – Compliance Matrix – Please return duly filled-in together with the Technical Proposal

ToR Ref:	Requirement		Bidder's Compliance (Yes/No)	Section in the Proposal (ensure each requirement is sufficiently described in the Proposal)
4	<b>HARDWARE (FIRM)</b>			
	<b>The Contractor shall provide Netbackup storage system expansion for DE4000H (ThinkSystem) - Type 7Y74 (firm)</b>			
	Qty	Description		
	1	Storage Lenovo ThinkSystem DE120S 2U12 LFF Expansion Enclosure		
	2	ThinkSystem DE Series Expansion IOM		

\* It is mandatory to include Optional items in the Proposal. In the event of award, the Commission, at its own discretion, will decide whether to order these items at the time of the Contract placement and/or through the issuance of FRD(s) within one (1) year from the Commission's acceptance of the hardware.

	1	Lenovo ThinkSystem Storage Series 2U12 Chassis		
	2	1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable		
	4	1m External MiniSAS HD 8644/MiniSAS HD 8644 Cable		
	1	Lenovo ThinkSystem Storage Rack Mount Kit 2U12		
	1	Lenovo ThinkSystem DE Series 2U12 End Cap Kit (Pair)		
	12	Lenovo ThinkSystem DE Series, minimum 10TB 7.2K 3.5" HDD 2U12. The disks with the best price per terra-byte ratio shall be included in the offer		
	1	24x7 6Hr CSR + YDYG DE120S 2U12 – Co-terminate together with the storage system 2027-05-17 (the serial number can be provided on request)		
	1	All necessary ancillary equipment to fully put the system into production (for example: cables, sliding rails, cable management arm, screws...)		
<b>5</b>	<b>HARDWARE (OPTIONAL)*</b>			
<b>5.1</b>	<b>Netbackup storage system expansion for DE4000H (ThinkSystem) - Type 7Y74 (optional)</b>			
	The following table lists the hardware that may be optionally provided by the Contractor.			
	<b>Qty</b>	<b>Description</b>		
	1	Storage Lenovo ThinkSystem DE120S 2U12 LFF Expansion Enclosure		
	2	ThinkSystem DE Series Expansion IOM		
	1	Lenovo ThinkSystem Storage Series 2U12 Chassis		
	2	1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable		
	4	1m External MiniSAS HD 8644/MiniSAS HD 8644 Cable		
	1	Lenovo ThinkSystem Storage Rack Mount Kit 2U12		

\* It is mandatory to include Optional items in the Proposal. In the event of award, the Commission, at its own discretion, will decide whether to order these items at the time of the Contract placement and/or through the issuance of FRD(s) within one (1) year from the Commission's acceptance of the hardware.



	1	Lenovo ThinkSystem DE Series 2U12 End Cap Kit (Pair)		
	12	Lenovo ThinkSystem DE Series, minimum 10TB 7.2K 3.5" HDD 2U12. The disks with the best price per terra-byte ratio shall be included in the offer		
	1	24x7 6Hr CSR + YDYD DE120S 2U12 – Co-terminate together with the storage system 2027-05-17 (the serial number can be provided on request)		
	1	All necessary ancillary equipment to fully put the system into production (for example: cables, sliding rails, cable management arm, screws...)		

\* It is mandatory to include Optional items in the Proposal. In the event of award, the Commission, at its own discretion, will decide whether to order these items at the time of the Contract placement and/or through the issuance of FRD(s) within one (1) year from the Commission's acceptance of the hardware.

<b>6</b>	<b>LICENSES (OPTIONAL)*</b>			
<b>6.1</b>	<b>Additional TerraByte Licenses for Veritas Netbackup (optional)*</b>			
	<b>Qty</b>	<b>Description</b>		
	10	NETBACKUP PLATFORM BASE COMPLETE ED WITH FLEXIBLE LICENSING XPLAT 1 FRONT END TB PLUS ONPREMISE STANDARD SUBSCRIPTION LICENSE Co-terminated with existing 80TB licenses on 03/Oct/2026.  The Veritas contract number can be provided on request		
<b>6.2</b>	<b>Additional TerraByte Licenses for Veritas Netbackup (optional)*</b>			
	<b>Qty</b>	<b>Description</b>		
	30	NETBACKUP PLATFORM BASE COMPLETE ED WITH FLEXIBLE LICENSING XPLAT 1 FRONT END TB PLUS ONPREMISE STANDARD SUBSCRIPTION LICENSE Co-terminated with existing 80TB licenses on 03/Oct/2026.  The Veritas contract number can be provided on request		
<b>6.3</b>	<b>Additional TerraByte Licenses for Veritas Netbackup (optional)*</b>			
	<b>Qty</b>	<b>Description</b>		
	50	NETBACKUP PLATFORM BASE COMPLETE ED WITH FLEXIBLE LICENSING XPLAT 1 FRONT END TB PLUS ONPREMISE STANDARD SUBSCRIPTION LICENSE Co-terminated with existing 80TB licenses on 03/Oct/2026. The Veritas contract number can be provided on request		
<b>7</b>	<b>SERVICES</b>			
<b>7.1</b>	<b>Services related to hardware</b>			
	The Contractor shall be required to install of the hardware described in Section 4 of the ToR, and in the event the Commission requires the optional hardware Section 5 of the ToR. Such activities may include the expansion of the existing disk pool or configuration			

\* It is mandatory to include Optional items in the Proposal. In the event of award, the Commission, at its own discretion, will decide whether to order these items at the time of the Contract placement and/or through the issuance of FRD(s) within one (1) year from the Commission's acceptance of the hardware.

	of a new one, in case the existing pool cannot make use of the surplus disk capacity.		
<b>7.2</b>	<b>Services related to software licenses</b>  In the event the Commission requires the optional additional Software licenses listed in Section 6 of the ToR, the Contractor shall perform any required reconfiguration of the Netbackup application to make use of the additional licenses.		
<b>8</b>	<b>OPTIONAL ITEMS*</b>		
	The Commission shall have the right to procure additional hardware and licenses (Sections 5 and 6 of the ToR), in the form of additional FRD's, within one (1) year from the Commission's acceptance of the hardware specified in the ToR.		
<b>9</b>	<b>REQUIREMENTS FOR THE CONTRACTOR</b>		
	The Contractor shall be a certified reseller of Lenovo and Veritas products. The Contractor shall use English language for all written and oral communication with the Commission.		
<b>10</b>	<b>ORGANIZATION OF WORK</b>		
	The project shall start with a kick-off meeting no later than two (2) weeks after the Contract's signature, and a 1-hour workshop to discuss and agree the implementation details no later than one (1) week before the hardware delivery. Acceptance tests shall start no later than four (4) weeks after the workshop.		
<b>10.1</b>	<b>Deliverables</b>  The Contractor shall deliver the following, the following deliverables, no later than four (2) weeks after completion of the project: <ul style="list-style-type: none"> <li>Detailed technical documentation of the implementation. The details shall be agreed upon and approved by the Commission in a 1-hour workshop at the start of the project.</li> <li>Instructions and procedures for systems administrators.</li> </ul>		

\* It is mandatory to include Optional items in the Proposal. In the event of award, the Commission, at its own discretion, will decide whether to order these items at the time of the Contract placement and/or through the issuance of FRD(s) within one (1) year from the Commission's acceptance of the hardware.

	<ul style="list-style-type: none"> <li>• Acceptance test document. This document shall be agreed upon and approved by the Commission during the 1-hour workshop.</li> <li>• Written status report, containing a summary of the activities executed during the project.</li> <li>• System IDs must be provided not later than a week after the delivery to the Commission's data centre. Examples of system IDs include, but are not limited to serial numbers, Ethernet MAC (media access control) addresses and fibre channel WWPNS (worldwide port numbers).</li> </ul>		
<b>10.3</b>	<p><b>Delivery and Installation</b></p> <p>Delivery shall be DAP Vienna (Incoterms 2020) to the Commission's Computer Centre in room C-1 25 or E-05 38 of the Vienna International Centre, Vienna, Austria. Delivery vehicles shall be equipped with lifting tailgates. All hardware shall be unboxed outside of the data centers. No packaging material is allowed inside. Empty packing material shall be disposed of by the Contractor.</p> <p>All equipment shall be delivered fully assembled and installed in one of the Commission's data centres.</p> <p>The Contractor shall test the Goods, after the completion of the installation, together with the Commission to demonstrate that the performance meets the manufacturer's performance specifications and the requirements in this Terms of Reference as determined by the Commission.</p> <p>The results of the acceptance testing of the Goods shall be documented by the Contractor in a acceptance protocol, that shall be signed by the Commission. No payment shall be made prior to the acceptance of the systems by the Commission.</p> <p>All software licenses shall be delivered electronically within two weeks to an email address that will be provided by the Commission upon entry into force of the Contract.</p>		

\* It is mandatory to include Optional items in the Proposal. In the event of award, the Commission, at its own discretion, will decide whether to order these items at the time of the Contract placement and/or through the issuance of FRD(s) within one (1) year from the Commission's acceptance of the hardware.

10.4	<p><b>Hardware support and maintenance</b></p> <p>The Contractor shall offer a single point of contact (including telephone “hotline” number) for support requests for all offered equipment. On-site hardware support shall be available 24 hours, seven (7) days a week. The hardware support and maintenance is planned to co-terminate together with the existing storage system on 17 May 2027.</p> <p>The Contractor shall allow the Commission to open cases directly with the manufacturer if it so desires and should provide access to the manufacturer’s support portal for the Commission’s technicians.</p> <p>The Contractor shall provide “back-end” support with the respective manufacturer. No third party (e.g. reseller, third party support provider) is allowed in between the Contractor and the manufacturer.</p> <p>The Contractor shall provide English-speaking technical support staff and technicians; All communications with respect to the Contract shall be conducted in the English language.</p>		
11	<b>RISK MANAGEMENT</b>		
	<p>The Contractor shall provide risk assessment plan at the commencement of the Contract to identify potential risks that could impact the successful execution of the implementation activities outlined in this ToR.</p> <p>Risks may include, but are not limited to, technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment plan should be consistently updated, aligning with the delivery of project milestones or significant accomplishments.</p> <p>Upon the Project's satisfactory completion, the Contractor shall conduct a final review of the initially identified risks and submit these to the Commission as part of the Final Report required under Section 9.1 of the ToR. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation.</p>		

\* It is mandatory to include Optional items in the Proposal. In the event of award, the Commission, at its own discretion, will decide whether to order these items at the time of the Contract placement and/or through the issuance of FRD(s) within one (1) year from the Commission’s acceptance of the hardware.

PRICE SCHEDULE FORM					
RFP 2025-0134 RICKARD - NetBackup disk capacity expansion and additional licenses					
HARDWARE SPECIFICATIONS (FIRM)					
Netbackup storage system expansion for DE4000H (ThinkSystem) - Type 7Y74 (firm)					
ToR Ref	Quantity	Description	Lead time (in days)	Cost per unit	Total cost per Pos.
4.1	1	Storage Lenovo ThinkSystem DE120S 2U12 LFF Expansion Enclosure		€ -	€ -
4.1	2	ThinkSystem DE Series Expansion IOM		€ -	€ -
4.1	1	Lenovo ThinkSystem Storage Series 2U12 Chassis		€ -	€ -
4.1	2	1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable		€ -	€ -
4.1	4	1m External MiniSAS HD 8644/MiniSAS HD 8644 Cable		€ -	€ -
4.1	1	Lenovo ThinkSystem Storage Rack Mount Kit 2U12		€ -	€ -
4.1	1	Lenovo ThinkSystem DE Series 2U12 End Cap Kit (Pair)		€ -	€ -
4.1	12	Lenovo ThinkSystem DE Series, minimum 10TB 7.2K 3.5" HDD 2U12. The disks with the best price per terra-byte ratio shall be included in the offer		€ -	€ -
4.1	1	24x7 6Hr CSR + YDYG DE120S 2U12 - Co-terminate together with the storage system 2027-05-17 (the serial number can be provided on request)		€ -	€ -
4.1	1	All necessary ancillary equipment to fully put the system into production (for example: cables, sliding rails, cable management arm, screws...)		€ -	€ -
TOTAL COST FOR HARDWARE SPECIFICATIONS FIRM (4.1)					
HARDWARE SPECIFICATIONS (OPTIONAL)					
Netbackup storage system expansion for DE4000H (ThinkSystem) - Type 7Y74 (optional)					
ToR Ref	Quantity	Description	Lead time (in days)	Cost per unit	Total cost per Pos.
5.1	1	Storage Lenovo ThinkSystem DE120S 2U12 LFF Expansion Enclosure		€ -	€ -
5.1	2	ThinkSystem DE Series Expansion IOM		€ -	€ -
5.1	1	Lenovo ThinkSystem Storage Series 2U12 Chassis		€ -	€ -
5.1	2	1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable		€ -	€ -
5.1	4	1m External MiniSAS HD 8644/MiniSAS HD 8644 Cable		€ -	€ -
5.1	1	Lenovo ThinkSystem Storage Rack Mount Kit 2U12		€ -	€ -
5.1	1	Lenovo ThinkSystem DE Series 2U12 End Cap Kit (Pair)		€ -	€ -
5.1	12	Lenovo ThinkSystem DE Series, minimum 10TB 7.2K 3.5" HDD 2U12. The disks with the best price per terra-byte ratio shall be included in the offer		€ -	€ -
5.1	1	24x7 6Hr CSR + YDYG DE120S 2U12 - Co-terminate together with the storage system 2027-05-17 (the serial number can be provided on request)		€ -	€ -
5.1	1	All necessary ancillary equipment to fully put the system into production (for example: cables, sliding rails, cable management arm, screws...)		€ -	€ -
TOTAL COST FOR HARDWARE SPECIFICATIONS OPTIONAL (5.1)					
SOFTWARE LICENSES SPECIFICATIONS (OPTIONAL)*					
Additional TerraByte Licenses for Veritas Netbackup (optional)					
ToR Ref	Quantity	Description	Lead time (in days)	Cost per unit	Total cost per Pos.
6.1	10	NETBACKUP PLATFORM BASE COMPLETE ED WITH FLEXIBLE LICENSING XPLAT 1 FRONT END TB PLUS ONPREMISE STANDARD SUBSCRIPTION LICENSE Co-terminated with existing 80TB licenses on 03/Oct/2026.		€ -	€ -
TOTAL COST FOR SOFTWARE LICENSES SPECIFICATIONS OPTIONAL (6.1)					
Additional TerraByte Licenses for Veritas Netbackup optional)					
ToR Ref	Quantity	Description	Lead time (in days)	Cost per unit	Total cost per Pos.
6.2	30	NETBACKUP PLATFORM BASE COMPLETE ED WITH FLEXIBLE LICENSING XPLAT 1 FRONT END TB PLUS ONPREMISE STANDARD SUBSCRIPTION LICENSE Co-terminated with existing 80TB licenses on 03/Oct/2026.		€ -	€ -
TOTAL COST FOR SOFTWARE LICENSES SPECIFICATIONS OPTIONAL (6.2)					
Additional TerraByte Licenses for Veritas Netbackup (optional)					
ToR Ref	Quantity	Description	Lead time (in days)	Cost per unit	Total cost per Pos.
6.3	50	NETBACKUP PLATFORM BASE COMPLETE ED WITH FLEXIBLE LICENSING XPLAT 1 FRONT END TB PLUS ONPREMISE STANDARD SUBSCRIPTION LICENSE Co-terminated with existing 80TB licenses on 03/Oct/2026.		€ -	€ -
TOTAL COST FOR SOFTWARE LICENSES SPECIFICATIONS OPTIONAL (6.3)					
* It is mandatory to include Optional items in the Proposal. In the event of award, the Commission, at its own discretion, will decide whether to order these items at the time of the Contract placement and/or through the issuance of FRD(s) within one (1) year from the Commission's acceptance of the hardware. Quantities for orders may vary at the time of ordering.					

## 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: <span style="float: right;">Title:</span>		
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;"> <span>Organization:</span> <span>Value in US\$ Equivalent:</span> <span>Year:</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Organization:</span> <span>Value in US\$ Equivalent:</span> <span>Year:</span> </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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<b>Bank Details</b>  Bank Name:  Bank Address:  Exact Account Holder Name:	<b>Beneficiary Details</b>  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:

<b>FOR CTBTO USE ONLY</b>		
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.



## 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).<sup>1</sup>
- 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.

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<sup>1</sup> 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.<sup>1</sup>

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Place (City and Country): \_\_\_\_\_

Date: \_\_\_\_\_

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

# MODEL CONTRACT

between

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

and

(INSERT NAME OF THE CONTRACTOR)

for

the provision of services pertaining to

NETBACKUP DISK CAPACITY EXPANSION AND ADDITIONAL  
LICENSES

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

September 2025

## TABLE OF CONTENTS

**[TO BE UPDATED ONCE SPECIFIC CONTRACT IS PREPARED]**

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 .....	3
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 .....	6
14. DELAYS AND EXTENSION OF TIME.....	6
15. CONTRACTOR'S CLAIMS AND REMEDIES .....	6
16. ENTIRE AGREEMENT.....	6
17. DISCREPANCIES .....	7
18. SEVERABILITY .....	7
19. NO WAIVER.....	7
20. CONTRACT AMENDMENT .....	7
21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS .....	7
22. EFFECTIVENESS .....	8
SIGNATURE PAGE.....	10
LIST OF ANNEXES.....	11

# MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

## 1. DEFINITIONS

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

“**Annex A**” means the Commission’s License Agreement.

“**Annex B**” means the Commission’s General Conditions of Contract.

“**Annex C**” means the Commission’s Terms of Reference.

“**Annex D**” means the Contractor’s Proposal.

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

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

“**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 C and D.

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

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

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

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

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

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

## 2. AIM OF THE CONTRACT

The aim of this Contract is to provide goods and services, namely, the replacement of a data archiving solution and related maintenance services on a call-off basis (hereinafter referred to as the “Services” or “Work”), to the Commission.

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

The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties (hereinafter referred to as the “**Effective Date**”) and it shall be valid until the Parties fulfill all their obligations hereunder.

## 4. COMMENCEMENT AND COMPLETION OF THE WORK

- (i) Regarding the firm Goods within the meaning of Section 4 of Annex C, the Contractor shall complete the Work with the relevant timelines specified in Annex D.
- (ii) Regarding the optional Goods and/or Services within the meaning of Sections 5 and 6 of Annex C, the Commission shall have the right, but not obligation, to call-off the Work in the form of FRD within a period of one (1) year from the Effective Date (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.

## 5. 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 provide the Goods Services described in Annexes C and D and the relevant FRD.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Services under this Contract. The key persons shall be available for possible tasks related to the Services throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex B.
- (c) The Contractor shall provide the Software and Services described in Annexes C and D. All Software provided will be governed by the License Agreement attached as Annex A.
- (d) The Contractor shall provide any Work described as optional items in Annexes C and D in accordance with the relevant FRD.

## **6. ORGANISATION OF CONTRACT IMPLEMENTATION**

### **(a) Firm Goods (Sections 4 of Annex C)**

The firm Goods shall be implemented in accordance with Annex C.

### **(b) Optional Software, Optional Services, and Options (Sections 5 and 6 of Annex C)**

- (i) During the term of the Contract, the Commission has the right, but not the obligation, to order optional Goods and/or Services through the issuance of FRDs based on the firm fixed unit price set out in Annex D. The Contractor shall not perform any such Goods and/or Services if not requested by the Commission through the FRD.
- (ii) A FRD issued by the Commission shall be the basis for acceptance, invoicing, and payment of any on-request optional Work performed by the Contractor.
- (iii) The performance of the optional Goods and/or Services shall be made in full in accordance with the respective FRD. Partial performance/delivery of the FRD will not be accepted and reimbursed without prior written agreement by the Commission.
- (iv) The optional Goods and/or Services shall be performed at the place and within the approved Work Plan specified in the relevant FRD.
- (v) The Commission may revise the FRD as and when it may deem necessary.

## **7. WARRANTY**

- (a) The provisions of Clause 28 of Annex B shall apply to the Services performed by the Contractor.
- (b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of the Contractor.

## **8. PERMITS, NOTICES, LAWS AND ORDINANCES**

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

## **9. PROTECTION OF PERSONS AND PROPERTY**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:

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

## 10. RESPONSIBILITIES OF THE COMMISSION

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

## 11. CONTRACT PRICE

- (a) The Commission shall pay to the Contractor in consideration of the full and proper performance of its obligations under the Contract:
- (i) For the firm Goods referred to in Clause 4(i) above, the firm fixed price of [insert firm fixed price amount in numbers and letter];
  - (ii) for each FRD issued during the Call-off Period, the firm fixed unit prices pursuant to Annex D for the Goods and/or Services specified in Clause 4(ii) above;



(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).

**OR**

No Taxes are applicable under this Contract.

## **12. PAYMENT**

- (a) The Contract Price shall be paid upon satisfactory completion of the firm Services and Software and satisfactory completion of each FRD and submission of the following:
  - i) Invoice drawn up in accordance with this Clause 12;
  - ii) Any other documentation that might be required under the applicable FRD.

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

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

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

### **13. TEMPORARY SUSPENSION OF WORK**

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

### **14. DELAYS AND EXTENSION OF TIME**

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

### **15. CONTRACTOR'S CLAIMS AND REMEDIES**

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

### **16. ENTIRE AGREEMENT**

This Contract represents the final agreement in respect of the Services and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to D and any relevant FRD 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 FRD.

## 18. SEVERABILITY

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

## 19. NO WAIVER

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

## 20. CONTRACT AMENDMENT

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

## 21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

- (a) The Commission:

For Contractual Issues:

*Chief, Procurement Section*

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

*Vienna International Centre*

*Wagramerstrasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

*Tel: + (43 1) 26030 6350*

*E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)*

For the 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](mailto:Payable_Invoices@ctbto.org)

For invoice and payment related enquiries:  
[Payments@ctbto.org](mailto:Payments@ctbto.org)

- (b) The Contractor

Name:  
Address:  
Tel:  
Email:

## **22. EFFECTIVENESS**

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

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

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

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[Name and Position]

Date: \_\_\_\_\_

Place: Vienna, Austria.

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

---

[Name and Position]

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## **LIST OF ANNEXES**

**ANNEX A:** THE COMMISSION'S LICENSE AGREEMENT

**ANNEX B:** THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

**ANNEX C:** THE COMMISSION'S TERMS OF REFERENCE

**ANNEX D:** THE CONTRACTOR'S PROPOSAL

## ANNEX A

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

### LICENSE 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 B**

### **TERMS OF REFERENCE**

#### **NetBackup disk capacity expansion and additional licenses**

## 1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) is the international organization established to carry out the effective implementation of the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion. The Treaty provides for a global verification regime, including a network of over 300 stations worldwide, a communications system, an international data centre and on-site inspections to monitor compliance. More information can be found on [www.ctbto.org](http://www.ctbto.org)

## 2 BACKGROUND

The Commission’s backup system uses a Lenovo DE4000H storage solution, consisting of one controller shelf and four DE120S expansion shelves, with a total of 60 disk drives providing 384TB raw capacity. The additional capacity requested in these Terms of Reference (ToR) is intended to accommodate projected future data growth.

## 3 SCOPE

The Commission desires to engage a Contractor to procure disk storage capacity and additional licenses for the existing Netbackup solution to allow for future growth.

## 4 HARDWARE (FIRM)

**The Contractor shall provide Netbackup storage system expansion for DE4000H (ThinkSystem) - Type 7Y74 (firm)**

The following table lists the required hardware to be provided by the Contractor.

Qty	Description
1	Storage Lenovo ThinkSystem DE120S 2U12 LFF Expansion Enclosure
2	ThinkSystem DE Series Expansion IOM
1	Lenovo ThinkSystem Storage Series 2U12 Chassis
2	1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable
4	1m External MiniSAS HD 8644/MiniSAS HD 8644 Cable
1	Lenovo ThinkSystem Storage Rack Mount Kit 2U12
1	Lenovo ThinkSystem DE Series 2U12 End Cap Kit (Pair)
12	Lenovo ThinkSystem DE Series, minimum 10TB 7.2K 3.5" HDD 2U12. The disks with the best price per terra-byte ratio shall be included in the offer
1	24x7 6Hr CSR + YDYD DE120S 2U12 – Co-terminate together with the storage system 2027-05-17 (the serial number can be provided on request)
1	All necessary ancillary equipment to fully put the system into production (for example: cables, sliding rails, cable management arm, screws...)

## 5 HARDWARE (OPTIONAL)

### 5.1 Netbackup storage system expansion for DE4000H (ThinkSystem) - Type 7Y74 (optional)

The following table lists the hardware that may be optionally provided by the Contractor.



The Commission shall have the right, but not the obligation to request any of the items in the table below for the duration of the contract.

In the event that the equipment is required, the Commission will issue a written order to the Contractor in the form of a Formal Request for Delivery (FRD).

Qty	Description
1	Storage Lenovo ThinkSystem DE120S 2U12 LFF Expansion Enclosure
2	ThinkSystem DE Series Expansion IOM
1	Lenovo ThinkSystem Storage Series 2U12 Chassis
2	1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable
4	1m External MiniSAS HD 8644/MiniSAS HD 8644 Cable
1	Lenovo ThinkSystem Storage Rack Mount Kit 2U12
1	Lenovo ThinkSystem DE Series 2U12 End Cap Kit (Pair)
12	Lenovo ThinkSystem DE Series, minimum 10TB 7.2K 3.5" HDD 2U12. The disks with the best price per terra-byte ratio shall be included in the offer
1	24x7 6Hr CSR + YDYD DE120S 2U12 – Co-terminate together with the storage system 2027-05-17 (the serial number can be provided on request)
1	All necessary ancillary equipment to fully put the system into production (for example: cables, sliding rails, cable management arm, screws...)

## 6 LICENSES (OPTIONAL)

The Commission shall have the right, but not the obligation to request any of the items in the tables below for the duration of the Contract.

In the event that optional licenses are required, the Commission will issue a FRD).

### 6.1 Additional TerraByte Licenses for Veritas Netbackup (optional)

Qty	Description
10	NETBACKUP PLATFORM BASE COMPLETE ED WITH FLEXIBLE LICENSING XPLAT 1 FRONT END TB PLUS ONPREMISE STANDARD SUBSCRIPTION LICENSE Co-terminated with existing 80TB licenses on 03/Oct/2026.

### 6.2 Additional TerraByte Licenses for Veritas Netbackup (optional)

Qty	Description
30	NETBACKUP PLATFORM BASE COMPLETE ED WITH FLEXIBLE LICENSING XPLAT 1 FRONT END TB PLUS ONPREMISE STANDARD SUBSCRIPTION LICENSE Co-terminated with existing 80TB licenses on 03/Oct/2026.

### 6.3 Additional TerraByte Licenses for Veritas Netbackup (optional)

Qty	Description
50	NETBACKUP PLATFORM BASE COMPLETE ED WITH FLEXIBLE LICENSING XPLAT 1 FRONT END TB PLUS ONPREMISE STANDARD

	<b>SUBSCRIPTION LICENSE</b> Co-terminated with existing 80TB licenses on 03/Oct/2026.
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## **7 SERVICES**

### **7.1 Services related to hardware**

The Contractor shall install the hardware described in Section 4 above, and in the event the Commission requires the optional hardware, the hardware ordered in accordance with Section 5 of this ToR. Such activities may include the expansion of the existing disk pool or configuration of a new one, in case the existing pool cannot make use of the surplus disk capacity.

### **7.2 Services related to software licenses**

In the event the Commission requires the optional additional Software licenses listed in Section 6 of this ToR, the Contractor shall perform any required reconfiguration of the Netbackup application to make use of the additional licenses.

## **8 OPTIONAL ITEMS**

The Commission shall have the right to procure additional hardware and licenses (Sections 5 and 6 of these ToR), in the form of additional FRD's, within one (1) year from the Commission's acceptance of the hardware specified in these ToR.

## **9 REQUIREMENTS FOR THE CONTRACTOR**

The Contractor shall be a certified reseller of Lenovo and Veritas products.

The Contractor shall use English language for all written and oral communication with the Commission.

## **10 ORGANIZATION OF WORK**

The project shall start with a kick-off meeting no later than two (2) weeks after the entry into force of the Contract's to discuss and agree the implementation plan, test plan and schedule. The meeting can be held either onsite or on-line.

Furthermore, a 1-hour workshop(online or onsite) shall be arranged by the Contractor no later than one (1) week before the hardware delivery. Acceptance tests shall start no later than four (4) weeks after the workshop.

### **10.1 Deliverables**

The Contractor shall submit to the Commission the following deliverables, no later than four (2) weeks after completion of the project as described below:

- Detailed technical documentation of the implementation. The details shall be agreed upon and approved by the Commission in the 1-hour workshop referred to above.

- Instructions and procedures for systems administrators.
- Acceptance test document. This document shall be agreed upon and approved by the Commission during the 1-hour workshop.
- Written final report, containing a summary of the activities and configurations executed during the project.
- System IDs must be provided not later than a week after the delivery to the Commission's data centre. Examples of system IDs include, but are not limited to serial numbers, Ethernet MAC (media access control) addresses and fibre channel WWPNS (worldwide port numbers).

All deliverables and the Final Report will be subject to review and must be approved by the Commission.

## **10.2 Responsibilities of the Commission**

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

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

- Provide access to the Commission's data centre
- Provide sufficient rack space and electricity in the data centre
- Administrative access to the relevant systems
- Remote access if required (ex. through Teams session)

## **10.3 Delivery Installation, and acceptance of Goods and Licenses**

Delivery shall be DAP Vienna (Incoterms 2020) to the Commission's Computer Centre in room C-1 25 or E-05 38 of the Vienna International Centre, Vienna, Austria. Delivery vehicles shall be equipped with lifting tailgates. All hardware shall be unboxed outside of the data centre. No packing material is allowed inside. Empty packing material shall be disposed of by the Contractor outside of the Vienna International Centre.

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

The Contractor shall test the Goods, after the completion of the installation, together with the Commission to demonstrate that the performance meets the manufacturer's performance specifications and the requirements in this Terms of Reference as determined by the Commission.

The results of the acceptance testing of the Goods shall be documented by the Contractor in a acceptance protocol, that shall be signed by the Commission. No payment shall be made prior to the acceptance of the systems by the Commission.

All software licenses shall be delivered electronically within two weeks to an email address that will be provided by the Commission upon entry into force of the Contract.

#### **10.4 Hardware support and maintenance**

The Contractor shall offer a single point of contact (including telephone “hotline” number) for support requests for all offered equipment. On-site hardware support shall be available 24 hours, seven (7) days a week. The hardware support and maintenance is planned to co-terminate together with the existing storage system on 17 May 2027.

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

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

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

### **11 RISK MANAGEMENT**

The Contractor shall provide a risk assessment plan at the commencement of the Contract to identify potential risks that could impact the successful execution of the implementation activities outlined in these ToR.

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

Upon the Project's satisfactory completion, the Contractor shall conduct a final review of the initially identified risks and submit these to the Commission as part of the Final Report required under Section 9.1 above. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation.