



SB

INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0013/Jibril
 (PLEASE QUOTE ON ALL COMMUNICATIONS)

Tel. No.: +43 (1) 26030-6350
E-mail: procurement@ctbto.org

Attn.:

Phone:
 Fax:
 Email:

Date: 5 Feb 24

Title of Request: Supply and Delivery of Cisco Nexus 93180YC-FX Switches for Storage as per attached Specifications

Deadline for Submission: 18 Feb 24

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 bid the following items as per conditions listed below.

Item	Description and Requirements	Quantity	U/M
1	N9K-C93180YC-FX3 Cisco Nexus N9K-C93180YC-FX3 Switch.	2	Lot
2	NXA-PAC-650W-PI Cisco Nexus 9000 650W AC PS, port-side intake.	4	Lot
3	NXA-FAN-35CFM-PI Cisco Nexus fan, 35CFM, port-side intake airflow.	8	Lot
4	CAB-9K10A-EU Power Cord, 250VAC 10A CEE 7/7 Plug, EU (2.5 meter).	4	Lot
5	NXK-ACC-KIT-1RU Cisco Nexus fixed accessory kit with 4-post rack mount kit.	2	Lot
6	QSFP-100G-SR4-S 100GBASE SR4 QSFP Transceiver, MPO, 100m over OM4 MMF.	16	Lot
7	SFP-25G-SR-S 25GBASE-SR SFP28 module.	140	Lot
8	Cables MPO12 OM4 12-Fiber Interconnect, 2m, Female-Female.	20	Lot
9	CB-M12-4LC-MMF2M Cable, MPO12-4X Duplex LC, Breakout Cable, MMF, 2M, OM4.	14	Lot
10	CB-LC-LC-MMF3M	40	Lot

Item	Description and Requirements	Quantity	U/M
11	Cable, Duplex LC-LC Patch Cord, MMF, 3M. Maintenance	2	Lot
12	Supply, delivery and installation	1	Lot

When preparing your bid, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by e-mail as soon as possible. If you have any questions you should contact the e-mail address indicated above. We look forward to receiving your bid.

Yours sincerely,



Sally Alvarez de Schreiner
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0013	Closing Date: 18 Feb 24
Title: NEXUS 93180YC-FX3 SWITCHES FOR STORAGE.	Vienna Local Time: 17:00

Procurement Staff: Othman Jibril

CTBTO Req. No.: 0010023720

 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 bid

 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 bid 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 BIDS

1. General

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

This Invitation to Bid (ITB) is for the provision of goods/services/works as described in the attached Specifications for the provision, installation, testing and maintenance of *Nexus 93180YC-FX3 Switches for Storage*. The Bid shall meet all requirements stated in these Instructions and the Technical Specifications.

In case of an award, the following documents shall govern the Purchase Order and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:

- (a) The Purchase Order;
- (b) The Commission's License Agreement:
 - Annex A LICENSE AGREEMENT Option1 Contractor has IP rights, OR
 - Annex A LICENSE AGREEMENT Option2 Contractor does not have IP rights
- (c) The Commission's General Conditions of Contract (Annex B to the Purchase Order)
- (d) The Commission's Specifications (Annex C)
- (e) The Bidder's Offer (Bid) (Annex D).

Note: In the event of award, the Bid will be incorporated as Annex D to the Purchase Order.

2. Documents included in this Invitation to Bid (ITB)

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals, Bidder's Statement Form, Vendor Profile Form and including the following attachments:
 - Attachment 1: Technical Evaluation Criteria
 - Attachment 2: Technical Compliance Form
- (c) List of CTBT State Signatories available at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#)
- (d) Annex A LICENSE AGREEMENT Option1 Contractor has IP rights
- (e) Annex A LICENSE AGREEMENT Option2 Contractor does not have IP rights
- (f) The Commission's General Conditions of Contract (Annex B)
- (g) The Commission's Specifications (Annex C)
- (h) Statement of Confirmation

3. Amendment of the ITB Documents

At any time prior to the closing date for submission of Bid, the Commission may, for any reason, modify the ITB 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 Bid.

4. Language of the Bid

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

5. Format and Submission of the Bid

The Bid shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Bid 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 Bid.

The Bid shall be submitted electronically to procurement@ctbto.org in three separate pdf files:

- one containing the Technical Bid,
- one containing the Financial Bid *with* prices, and
- one containing the Financial Bid *without* prices

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

The subject of the email shall contain the following:

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

The Bid shall be received by the above-mentioned addressee 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 ITB as soon as possible after receipt of the solicitation documents, but in any case no later than 7 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re ITB No. **2024-0013/JIBRIL**

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

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

7. Eligible Goods and Services

The goods and services (if any) to be rendered under the Purchase Order shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is available in our website at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#) For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

8. Type of Contract and Payment

The Commission intends to conclude a firm fixed price Purchase Order based on the Commission's standard Purchase Order. The terms and conditions of payment are as follows:

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

- (1) Invoice showing the firm fixed price of the Purchase Order. The Supplier shall submit the invoice electronically, from the Supplier's official e-mail address in PDF format to Payable_Invoices@ctbto.org, duly signed and stamped by the Supplier and submitted to the Commission's email address specified in the Purchase Order. Each invoice shall contain the Purchase Order number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Supplier's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer;
- (2) The Purchase Order Acknowledgement copy signed by the Supplier;
- (3) A copy of the documents reporting the result of equipment Acceptance Testing, approved and counter-signed by the Commission and/or the end-user (if applicable);
- (4) The Supplier's certificate, counter-signed by the Consignee/end-user, confirming the successful delivery of the equipment and related services (if applicable); and
- (5) Any other relevant documents.

9. Content of the Bid

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

The Bid shall be composed of the following separate parts:

I. **Technical Bid**; and

II. **Financial Bid**;

providing, but not limited to, the following information:

PART I: TECHNICAL BID

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

1. Personnel

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

2. Documents Establishing the Eligibility and General Qualifications of the Bidder

(i) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a 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 under the Purchase Order 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 Purchase Order.

(ii) Bidder's expertise: This section shall provide details regarding the experience of the Bidder and a list of the projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB.

(iii) Key Personnel: This section shall include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. Curriculum Vitae (CVs) should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

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 Purchase Order during its stated full term.

3. 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 Bid.

4. Specifications

The Bid shall include all items required in the Commission's Specifications, a detailed description of the items proposed and include relevant technical literature.

The Bid shall also provide any other relevant issue which the Bidder would like to bring to the attention of the Commission whether or not having cost implications. This shall include details of warranties/manufacturer's guaranties in respect to any Equipment item.

The Bid shall meet all requirements the Technical Specifications.

5. Manufacturer's Part Number

The Bid shall include the Manufacturer's Part Number for each Good required by the Commission under this ITB.

6. Sub-Contractors

The Bid 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 they shall be fully responsible for the performance of subcontractors. All sub-contractors shall be legally established in one of the CTBT States Signatories.

7. Insurance

Insurance to be included in the Bid must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the supplier and the Commission. You are requested to confirm that you will provide this insurance coverage.

8. Delivery Schedule

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

PART II: FINANCIAL BID

- i. The Bidder is required to prepare the Price Schedule using the Price Schedule Form attached to these Instructions for Preparation and Submission of Bids. In presenting the cost for each item, detailed breakdown, adequate justification and calculation must be included in the Bid. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Purchase Order Price.
- ii. The Bid shall include the costs of the equipment/goods, packing and handling, insurance, transportation and freight, customs clearance (if applicable) and local delivery to CTBTO at Vienna International Centre (VIC) Receiving Area, Vienna, Austria. The delivery terms shall be DAP (Delivered At Place; Incoterms 2020) door-to-door CTBTO-VIC Receiving Area.
- iii. Note that clear and detailed explanations would enable us to evaluate the Bid promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Purchase Order award.
- iv. In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected Bidder will be informed by

the Commission whether tax exemption will occur at source or whether taxes paid by the selected Bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) *For Austrian companies*

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

(2) *For European Union (EU)*

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.

9. Completeness and Correctness of the Bid

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

10. Evaluation of the Bid

- (a) The Commission will conduct the evaluation based on the technical evaluation criteria specified in Attachment 1 "Technical Evaluation Criteria" on a PASS/FAIL basis.
- (b) The Financial Bids of Bidders whose Technical Bids were found technically acceptable will be evaluated to confirm contractual and financial acceptability.
- (c) The Commission, based on the evaluation method given above, will determine the Bid which is the "***least costly technically acceptable Bid***" subject to contractual compliance - Bidders are expected to comply with all the provisions of the Commission's General Conditions for Contract. Any deviation to these provisions may be a factor in the Commission's award decision.
- (d) To assist in the examination, evaluation and comparison of bids, the Commission may, at its discretion, request any Bidder to clarify its Bid. The Commission's request for clarification and the Bidder's response shall be in writing.

- (e) The Commission may split the award of the Contract and award more than one Purchase Order as and if applicable, and as specified in this ITB documents.

13. Correction of Errors

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

14. Validity of the Bid

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

15. Negotiations of the Bid and Award Notification

The Commission reserves the right to request clarifications on the Bid and to enter into negotiations regarding technical or commercial aspects of the Bid before awarding the Purchase Order under this ITB. If and when the Bid, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the Bidder in writing.

16. Modification and Withdrawal of the Bid

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

17. The Commission's Right to Reject the Bid

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

18. Right to Vary Requirements at the Time of Award

At the time of award of Purchase Order, 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.

19. Costs of preparation and submission of the Bid

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

20. Proprietary Information

All documentation and information contained in this ITB 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 ITB or otherwise without prior written agreement of the Commission.

21. 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 Bid or the procurement process if the person:

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

BIDDER'S STATEMENT
PLEASE FILL THIS FORM & SUBMIT WITH THE BID

Delivery Time:

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

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

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

Availability of local service in Vienna, Austria (if any/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** **No**

Confirmation that the bidder has reviewed the Commission's License Agreement, the General Conditions of Contract and agreed to all terms and conditions.
Yes **No**
Remarks:

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States).
 Yes No Not applicable
Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

Price Schedule Form

The Bidder is required to prepare the Price Schedule using the form below. The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to total prices.

Item	Description	Quantity	Unit Price EUR/USD*	Total Price EUR/USD*
Total Price in EUR or USD (DAP, door-to-door, CTBTO Vienna, excluding taxes**)				

* Specify either EUR or USD
 ** Please see the Instructions for Preparation and Submission of Bids about any applicable taxes.

Attachment No. 1 Technical Evaluation Criteria

NEXUS 93180YC-FX3 SWITCHES FOR STORAGE

No	Technical Evaluation Criteria based on Specifications	Pass	Fail
1	Correct hardware is offered as specified in the Specifications under Section "Hardware"		
2	All services requested in the Specifications under section "Maintenance" are offered.		
3	Evidence of CISCO Gold Partner level is provided as per section Supplier's qualification		

Attachment 2

TECHNICAL COMPLIANCE FORM

Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Bid. Please refer to the relevant section of the Commission’s Specification and Instructions for Preparation and Submission of Bids (ITB Instructions), as appropriate, for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

Requirements of the Technical Bid

Ref. in Specifications – Annex C	Mandatory Requirements	Bidder’s Response <i>Please tick whichever is applicable</i>		Indicate section in your bid
		“Yes”	“No”	
Section B1	N9K-C93180YC-FX3: Cisco Nexus N9K-C93180YC-FX3 Switch			
Section B1	NXA-PAC-650W-PI: Cisco Nexus 9000 650W AC PS, port-side intake			
Section B1	NXA-FAN-35CFM-PI: Cisco Nexus fan, 35CFM, port-side intake airflow			
Section B1	CAB-9K10A-EU: Power Cord, 250VAC 10A CEE 7/7 Plug, EU (2.5 meter)			
Section B1	NXK-ACC-KIT-1RU: Cisco Nexus fixed accessory kit with 4-post rack mount kit			
Section B1	QSFP-100G-SR4-S: 100GBASE SR4 QSFP Transceiver, MPO, 100m over OM4 MMF			
Section B1	SFP-25G-SR-S: 25GBASE-SR SFP28 module			
Section B1	MPO12 OM4 12- Cable Fiber Interconnect, 2m, Female-Female			
Section B1	CB-M12-4LC-MMF2M: Cable, MPO12-4X Duplex LC, Breakout Cable, MMF, 2M, OM4			
Section B1	CB-LC-LC-MMF3M: Cable, Duplex LC-LC Patch Cord, MMF, 3M			
Section B2	Maintenance; SMARTnet on-site 8x5x4 for 93180YC-FX3 until 31st Oct. 2026			
Section B3	Delivery, On-site installation and Testing			
Section B4	Warranty: The standard Cisco warranty applicable within Europe for Cisco Nexus products			
Section C	Supplier shall be CISCO Gold Partner			
Section C	The Supplier’s personnel assigned to the project shall be able to communicate (orally and in writing) in the English language.			

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 “Documentaion”).
- 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.

[Option 2 – to be used when the Contractor is not the owner of the software, but has a right to grant a license to the software]

LICENSE AGREEMENT

1. PREAMBLE

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

2. DEFINITIONS

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

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

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

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

3. GRANT OF RIGHTS AND LICENSES

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

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

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

4. SUPPLY OF SOFTWARE AND DOCUMENTATION

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

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

5. WARRANTY

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

6. INDEMNITY

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

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

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

7. INSOLVENCY AND BANKRUPTCY

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

General Conditions of Contract

1. DEFINITIONS

- (a) In these general conditions of contract the terms beginning with a capital letter shall have the meaning as defined in the Contract.
- (b) “Services” means all services to be rendered under the Contract.
- (c) “Goods” shall mean all goods, equipment, materials and/or other supplies to be provided under the Contract.
- (d) “Taxes” shall mean all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor, nor their personnel shall be considered to be an employee or an agent of the Commission.

3. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Commission.

4. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval and clearance of the Commission for such subcontractor(s). The Commission’s approval of a subcontractor shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

5. SOURCE OF INSTRUCTIONS

- (a) The Contractor shall neither seek nor accept instructions from any authority external to the Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.
- (b) While present at the Commission’s premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission’s officials and the United Nations Security Staff.

6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL

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

8. CONFLICT OF INTEREST

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

9. INSURANCES

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

10. ENCUMBRANCES/LIENS

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

11. OBSERVANCE OF THE LAW

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

performance of its obligations under the terms of the Contract.

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

12. CONFIDENTIALITY

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

13. LANGUAGES, WEIGHTS AND MEASURES

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

14. PUBLICITY

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

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

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

15. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES

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

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

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

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

17. DEFAULT BY THE CONTRACTOR

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

18. WITHHOLDING OF PAYMENT

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

19. LIQUIDATED DAMAGES

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

20. FORCE MAJEURE

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

21. INSOLVENCY AND BANKRUPTCY

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

forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

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

23. AMICABLE SETTLEMENT

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

24. ARBITRATION

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

25. PRIVILEGES AND IMMUNITIES

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

25(a). TAX EXEMPTION

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

26. TERMINATION

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

27. GOODS

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

28. WARRANTY

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

29. INSPECTIONS AND TESTS

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

30. PACKING

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

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

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

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

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

31. DELIVERY AND TRANSPORTATION

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

32. TAKE-OVER/HAND-OVER

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

33. EXPORT LICENCES

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

34. SPARE PARTS

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

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

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

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

36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

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

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

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

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

37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

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

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

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

38. PROSCRIBED PRACTICES

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

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

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

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

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

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

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

39. CHILD LABOUR

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

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

40. MINES

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

41. TERRORISM

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

42. FULL DISCLOSURE

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

43. DATA PROTECTION

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

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

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

44. ESSENTIAL TERMS

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

ANNEX C

SPECIFICATIONS

NEXUS 93180YC-FX3 SWITCHES FOR STORAGE

A) INTRODUCTION

The Preparatory Commission for the Nuclear-Test-Ban Organisation (hereinafter referred to as “the Commission”) requires 2 CISCO NEXUS 93180YC-FX3 switches for storage connection. Delivery and Installation where applicable will be to the Headquarter, Vienna International Centre, Wagramer Strasse 5, A-1400 Vienna, Austria.

B) TECHNICAL REQUIREMENTS

The Supplier shall provide new CISCO switches, cables and SFP as listed below under “Hardware”, arrange for CISCO SMARTnet hardware maintenance as specified under “Maintenance” and provide all services as specified under “Delivery, On-site installation and Testing”. The Supplier shall provide licenses (if needed) and/or any additional parts/cables as per the Purchase Order that may be required and are not listed herein below considering that switches will operate as Layer 2 switches with no routing.

1) **Hardware**

Product	Description	quantity
N9K-C93180YC-FX3	Cisco Nexus N9K-C93180YC-FX3 Switch	2
NXA-PAC-650W-PI	Cisco Nexus 9000 650W AC PS, port-side intake	4
NXA-FAN-35CFM-PI	Cisco Nexus fan, 35CFM, port-side intake airflow	8
CAB-9K10A-EU	Power Cord, 250VAC 10A CEE 7/7 Plug, EU (2.5 meter)	4
NXK-ACC-KIT-1RU	Cisco Nexus fixed accessory kit with 4-post rack mount kit	2
QSFP-100G-SR4-S	100GBASE SR4 QSFP Transceiver, MPO, 100m over OM4 MMF	16
SFP-25G-SR-S	25GBASE-SR SFP28 module	140
	MPO12 OM4 12-Fiber Interconnect, 2m, Female-Female	20
CB-M12-4LC-MMF2M	Cable, MPO12-4X Duplex LC, Breakout Cable, MMF, 2M, OM4	14
CB-LC-LC-MMF3M	Cable, Duplex LC-LC Patch Cord, MMF, 3M	40

2) **Maintenance**

SMARTnet on-site 8x5x4 for 93180YC-FX3 until 31th October 2026
Quantity: 2

3) Delivery, On-site Installation and Testing

The Supplier shall delivery, install and test on-site the Hardware at the Commission's premises. Installation shall take place in the Computer Centre (CC) of the Commission in the C-building (C-1) of the Vienna International Centre (VIC), Vienna, Austria. Delivery shall be DAP (Delivery At Place) to Vienna, Austria, door-to-door to CTBTO.

Hardware delivery to the VIC Receiving Area shall be arranged by the Supplier during the official opening hours of the Receiving Area which are Monday to Friday 8:00 – 11:00 a.m. and 1:00 – 4:00 p.m. In-house delivery from the VIC Receiving Area to the Computer Centre (CC) shall be taken care of by the Commission.

In case the Supplier requires to conduct any configuration and testing work with the new hardware outside of the CC, all required additional transport arrangements shall be arranged by and be the sole responsibility of the Supplier.

Initial configuration and connection to the existing N9K-C93360YC-FX2 should be performed by Supplier in coordination with Commission. The Supplier shall plan for the installation process in a way so that minimal operational disruption and of services is guaranteed.

Physical installation work shall take place between 7:00 and 18:00 hours Tuesday - Thursday (excluding Austrian holidays provided that it is not a CTBTO official holidays, as well as CTBTO official holidays)). Preparation work as well as loading and adapting the configuration files can take place in advance.

Extensive testing of all relevant functions together with the Commission will be the final step of the installation process.

A detailed installation plan as well as a schedule shall be submitted by the Supplier by email to srdan.dedovic@ctbto.org within 2 weeks following the entry into force of the Purchase Order. This plan has to be approved by the Commission before the actual hardware delivery and installation can commence.

All communication and documentation under the Purchase Order shall be in the English language.

4) Warranty

Hardware shall be covered by the standard Cisco warranty applicable within Europe for Cisco Nexus products. The Contractor shall have no other maintenance obligation after the warranty period.

C) CONTRACTOR'S QUALIFICATION

The Contractor shall be able to provide evidence of long-term experience with the installation and configuration of CISCO Nexus switches and qualify as CISCO Gold Partner. The Supplier's personnel assigned to the project shall be able to communicate (orally and in writing) in the English language.

STATEMENT OF CONFIRMATION

On behalf of (name of firm or organization): _____, I hereby attest and confirm that:

- a) The firm/organization possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.
- b) The firm/organization is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.
- c) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.
- d) The firm/organization has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.
- e) The Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.
- f) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation.
- g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/ Proposal or the procurement process if the person:
 - a. at any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
 - b. at any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.
- h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List).¹
- i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

¹ The Consolidated United Nations Security Council Sanctions List can be found on the following website:
<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>

- j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.
- l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
- m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.
- n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.
- o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.¹

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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

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

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

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

17. List of Products/Services/Work offered:

Product/Service/Work #	Product/Service/Work Description

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

Name: Title: Signature: Date:

Bank Details

Bank Name:
Bank Address:
Exact Account Holder Name:

Beneficiary Details

Beneficiary Name:
(exactly as stated on bank statements)
IBAN:
(if applicable)
Account number:
SWIFT/BIC:
ABA/Sort Code:

Additional Details (if applicable)

Correspondent bank:
Correspondent account number:
Correspondent SWIFT/BIC:
Tax Identification Number:

FOR CTBTO USE ONLY

Evaluated By: Initials Date:
Updated By: Initials Date:

Remarks:

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