REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

To: ALL BIDDERS CTBTO Ref. No.: 2024-0151/Jibril

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

Attn.:

Phone: Date:

Fax: Email:

Title of Request: Provision of CISCO Hardware Maintenance C9419R for two Switches

for 1.5 years from 1 May 2025 to 31 October 2026 as per attached

Terms of Reference.

Deadline for Submission: 17 Sep 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 quote the following items as per conditions listed below.

ItemDescription and RequirementsQuantityU/M1CISCO Hardware Maintenance C9419R18 Months

When preparing your quotation, 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 quotation.

Yours sincerely,

Othman Jibril

Procurement Officer

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0151

Title: Provision of CISCO Hardware Maintenance C9419R for two Switches for 1.5 years from 1 May 2025 to 31 October 2026 as per attached Terms of Reference.

Closing Date: 17 Sep 24

Vienna Local Time: 17:00

Procurement Staff: Othman Jibril CTBTO Req. No.: 0010025214

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 sha	ll submit our proposal		
		Company Name:	
By:		Contact Name:	
_	(date)		
		Email/Tel:	
R: Wa may	submit and will advise		
b. We illay	subiliit allu will auvise	Company Name:	
By:			
Dy.	(date)	Contact Name:	
	, ,	Email/Tel:	
C: We will	not submit a proposal for	the following reason(s)	
0	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;			
_ 。	ther (please specify)	<u> </u>	
		Company Name:	
		Contact Name:	
		Email/Tel:	



preparatory commission for the comprehensive nuclear-test-ban treaty organization

Vienna International Centre P. O. Box 1200 A-1400 Vienna Austria

INSTRUCTIONS TO BIDDERS

www.ctbto.org

CONDITIONS		
Delivery Terms (INCOTERMS 2020) and Destination	N/A -Services	
The Price	The price quotation shall include costs and expenses incurred by the Supplier 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 contribution, if applicable).	
Currency	Please quote in EURO or US\$ only.	
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 will be reimbursed by the Commission upon submission of the original supporting documentation. "Taxes" means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the purchase order, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use. (1) For Austrian companies The price quoted shall be net of Taxes. All applicable Taxes payable by the selected Bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. (2) For European Union (EU) Companies The price quoted shall be net of Taxes. All applicable Taxes payable by the selected Bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151). (3) For Non-EU Companies The price quoted shall be net of Taxes. All applicable Taxes payable by the selected Bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. For deliveries to	

Validity of Quotation	Minimum 90 days as of the Closing Date		
General Conditions	General Conditions of Contract (See Annex A) incorporated herein by reference Microsoft Word - CTBTO General Conditions of Contract 08-10-2021 final clean.docx		
Privileges & Immunities	Nothing in or relating to the Purchase Order shall be deemed to constitute an express or implied waiver of any Privileges and Immunities of the Commission.		
Payment Terms	Within 30 days of receipt and acceptance of the goods/services and of the following documents:		
	(1) Invoice(s) showing the firm fixed price of the goods/services and if applicable, actual delivery costs (door-to-door) to the CTBTO at the Vienna International Centre (VIC), Vienna, Austria.		
	 (2) The Supplier shall submit the invoice electronically, from the Supplier's official email address in PDF format, duly signed and stamped by the Supplier and submitted to Payable Invoices@ctbto.org. The invoice shall contain 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 and actual pre-paid transportation and insurance cost (if applicable); (3) Acknowledgement Copy of the Commission's Purchase Order with Supplier's signature; (4) Any other relevant documents. 		
	Applicable Taxes payable by the Supplier and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as 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 Purchase Order, bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other supporting documentation.		
Other Documents	Please submit, jointly with the Quotation, the following documents (attached hereto):		
	- the Bidder's Statement, duly completed.		
	- the Vendor Profile Form, in case you haven't submitted to the Commission in the past two years; and		
	- the Statement of Confirmation, duly signed.		

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OTHER INFORMATION

- 1. The Commission reserves the right to accept or reject bidder's quotation, partially or entirely, and to annul this procurement process at any time prior to award of the Purchase Order, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Commission's action.
- 2. The bidder shall include in its quotation documentary evidence of its qualifications to perform the Purchase Order which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the Purchase Order in its entirety and to provide spare parts and other necessary on-going services as required.
- 3. The bidder shall bear all the costs associated with the preparation and submission of the quotation and the Commission shall not be responsible or liable for those costs, regardless of the conduct or outcome of this RFO.
- 4. The bidder's price quotation shall be submitted in the English language, together with relevant technical literatures in duplicate, which shall also be in English.
- 5. The bidder's quotation shall be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of their organization. The quotation shall not contain any inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the quotation.
- 6. 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 attached to this RFQ. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.
- 7. Not later than 5 days before the deadline for submission of the quotations, any request for clarifications relating to the RFQ documents shall be emailed to procurement@ctbto.org, attention to Procurement Staff in charge of this matter referred to in the RFQ cover letter. If such requests are addressed to others or if additional information is obtained from others, it may lead to disqualification of the bidder. No requests for clarifications will be entertained after this time.
- 8. From the deadline for submission of quotation until the written notification of award, no bidder shall contact the Commission on any matter relating to its quotation, except when responding to a request from the Commission for clarification. Any effort to influence the Commission in its evaluation of the quotation(s) or its award decision shall result in the rejection of the quotation.
- 9. The Commission shall evaluate the compliance of the quotations with the RFQ requirements. Subject to its technical compliance, the quotations shall be examined for its contractual compliance and commercial acceptability. Based on the mentioned evaluation, the Commission will determine the quotation which is the "least costly technically acceptable". Deviation, if any, from the Commission's terms and conditions might be a factor in the decision of award.
- 10. 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 General Conditions of Contract (Annex A) incorporated herein by reference Microsoft Word CTBTO General Conditions of Contract 08-10-2021 final clean.docx
 - (c) The Commission's Terms of Reference (Annex B)
 - (d) The bidder's quotation (Annex C)

Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Quotations:

A Bidder must <u>not</u>, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a 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.

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The quotation shall be submitted in writing to the email address below:

procurement@ctbto.org

Bidders shall take note of the attached price schedule instructions when submitting the quotation.

Should there be items on our list that you cannot include in the quotation, we would appreciate you marking them, and returning the information to us, together with the names of any potential bidder(s) known to you. Please do this even if you cannot submit a quotation for any of the items and kindly don't forward the RFQ to any other parties without our knowledge.

Please confirm, within 5 working days, the receipt of this RFQ and your confirmation whether you will submit a quotation by the closing date mentioned herein.

Attachments:

- The Commission's General Conditions of Contract incorporated herein by reference <u>Microsoft Word CTBTO</u> <u>General Conditions of Contract 08-10-2021 final clean.docx</u>
- The Commission's Terms of Reference
- -Technical evaluation matrix-Attachment 1
- CTBT State Signatories (incorporated herein by reference Status of Signatures and Ratifications | CTBTO
- Statement of Confirmation
- Vendor Profile Form
- Bidder Statement

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ANNEX B

Terms of Reference for CISCO SmartNet Hardware Maintenance 8 x 5 x 4 onsite for 2 x Catalyst 9419R (1st May 2025 – 31st Oct. 2026)

Version 2024-07-24

A. Introduction

With the purpose of aligning all CISCO hardware maintenance arrangements, the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as "the Commission") desires to conclude a contract with the selected bidder (hereinafter referred to as "the Contractor") for the provision of CISCO hardware maintenance based on the CISCO SmartNet Total Care package (section B below) for the period 1st May 2025 till 31st October 2026.

B. Hardware Maintenance (CISCO SmartNet Total Care, 8 x 5 x 4 onsite)

(a) Minimum Requirements

The maintenance services shall include all services of a CISCO SmartNet Onsite 8x5x4 Package with onsite hardware replacement (eight hours a day, five days a week, four hours replacement-time), meeting the following minimum requirements:

- 1) Advance replacement of defective hardware with guaranteed delivery of replacement parts from 9 a.m. to 5 p.m., Monday through Friday, within four hours replacement time.
- 2) Free availability of major and maintenance releases of CISCO IOS software via CCO (CISCO Connection Online) for the Commission.
- 3) Access to CCO 24 x 7 x 365 for registered Commission's staff members.
- 4) 24 x 7 x 365 access for Commission's staff members to the CISCO TAC (Technical Assistance Centre) for problem escalation.
- 5) The first level contact point for all maintenance and service issues for the Commission shall be the CISCO Technical Assistance Center (TAC) and not the Contractor (i.e., not a local CISCO partner or reseller). The CISCO TAC shall be the single point of contact through which the Commission escalates any problems.
- 6) The service shall be performed under the sole responsibility of CISCO. To this end, the Contractor shall conclude the standard CISCO SmartNet contract, meeting the minimum requirements set out above, with CISCO on behalf of the Commission.

(b) Alternative Proposals

Contractor-based alternative maintenance solutions will not be accepted. The minimal requirements described above shall be fulfilled by the Contractor. In particular, a CISCO SmartNet package agreement must be concluded with Cisco on behalf of the Commission

(c) Scope of the Maintenance Services (firm)

The following hardware items shall be covered by CISCO SmartNet on-site 8x5x4 hardware maintenance:

Item/Device	CISCO Hardware Description	Serial Number	Location
Catalyst 9419R	C9419R	FXS2345Q2FS	VIC
Catalyst 9419R	C9419R	FXS2345Q2KG	VIC

(d) Acceptance

Delivery of the maintenance services is considered complete if and only if the correct contract registration can be verified on-line at the CISCO TAC, using an already existing Commission's UID of the Commission staff responsible for this project, and a hardware maintenance case can be opened at the CISCO TAC for all hardware serial numbers as specified above.

C. Maintenance Period

CISCO SmartNet hardware maintenance shall be provided for the period 1st May 2025 till 31st October 2026.

D. Contractor's Qualification

The Contractor shall qualify as a CISCO Gold Partner, all sub-contractors as well (if any).

STATEMENT OF CONFIRMATION

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

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

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

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

Name (print):	Signature:	
Title/Position:		
Place (City and Country):	Date:	

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

VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK			
1. Name of Company:			
2. Street Address:	3. Telephone:		
P.O. Box: City:	4. E-Mail:		
Zip Code: Country:	5. Website:		
6. Contact Person:	Title:		
7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution) PLEASE INCLUDE A COPY OF THE CERTIFICATE OF INCORPORATION			
8. Year Established: 9. Nu	imber of Employees:		
10. Gross Corporate Annual Turnover (US\$m)*: 11. An	nnual Export Turnover (US\$m)*:		
12. Type of Business/Products: Manufacturer Sole Agent Supplier Other (please explain)			
13. Type of Business/Services/Work: Engineering Civil Work Governmental Institution Other (please explain)			
14. References (your main customers, country, year and technical field of products, services or work): **			
15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**			
Organization: Value in US\$ Equiva	llent: Year:		
Organization: Value in US\$ Equiva			
16. Summary of any changes in your company's ownership during	g 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:	17. List of Products/Services/Work offered:			
Product/Service/Work #	Product/Service/Work # Product/Service/Work Description			
	CC 11 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 10 0		
18. This section shall be signed and stamped by an your organization:	official legally authorized to enter i	into contracts on behalf of		
Name: Title:	Signature:	Date:		
Bank Details	Beneficiary Details			
Bank Name:	Beneficiary Name: (exactly as stated on bank statements)	Beneficiary Name:		
Bank Address:	IBAN:			
Exact Account Holder Name:	(if applicable)			
Exact recount fronter (vanie)	Account number:			
	SWIFT/BIC:			
	ABA/Sort Code:			
Additional Details (if applicable)				
Correspondent bank:				
Correspondent account number:				
Correspondent SWIFT/BIC:				
Tax Identification Number:				
FOR CO				
	ΓΒΤΟ USE ONLY nitials	Date:		
-				
Updated By:	itials	Date:		
Remarks:				

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

BIDDER'S STATEMENT PLEASE FILL THIS FORM & SUBMIT WITH THE BID Delivery Time: N/A Shipping weight (kg) and Volume (m³) – if applicable: N/A 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 period of For a two-year period 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 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 Not applicable No Remarks: Name: Name & Title of Contact Person: Signature & date:

ATTACHMENT 1

TECHNICAL EVALUATION CRITERIA CISCO SMARTNET HARDWARE MAINTENANCE C94119R

A proposal will be technically acceptable if it meets the requirements under the Terms of Reference (ToR). Bidder shall:

- (1) offer CISCO SmartNet on-site 8x5x4 hardware maintenance (CISCO SmartNet Total Care) for all items specified in section B, chapter (c) of the ToR (Scope of the Maintenance Services);
- (2) offer CISCO SmartNet hardware maintenance for all items for the period 1st May 2025 till 31st Oct. 2026 as per section C of the ToR;
- (3) provide evidence for a CISCO Gold Partner status as per section D of the ToR.