

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0150/STOMOV - RE-BID
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:
Fax:
Email:

Date: 26 Sep 24



Subject: Service upgrade of Broadband Internet Access via Fiber Optic
Infrastructure at the CTBTO Technology Support and Training Centre
(TeST Centre)

Deadline for Submission: 11 Oct 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 submit a proposal that meets the requirements of the attached documents.

You are kindly requested to complete and return the acknowledgement form by email as soon as possible.

If you have any questions you should contact the email address indicated above.

Yours Sincerely,



Sally ALVAREZ DE SCHREINER
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0150	Closing Date: 11 Oct 24
Title: Service UPGRADE of Broadband Internet Access via Fiber Optic Infrastructure at the CTBTO Technology Support and Training Centre (TeST Centre)	Vienna Local Time: 17:00

Procurement Staff: Alexandre Stomov

CTBTO Req. No.: 0010024960

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

WITHIN FIVE (5) DAYS

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

by email to
procurement@ctbto.org

A: We shall submit our proposal

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

B: We may submit and will advise

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

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

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

Company Name: _____
Contact Name: _____
Email/Tel: _____

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

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

This Request for Proposal (RFP) is for the provision of services and supply and delivery of equipment as described in the Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference. For this project, the Commission is seeking capabilities, which will ensure that the equipment is supplied and delivered and the tasks are accomplished expeditiously and at a reasonable cost.

2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals, including the Bidder's Statement form, and the following Attachments:
 - Attachment 1: Minimum Content of Technical Proposals and Technical Compliance Matrix
 - Attachment 2: Evaluation Criteria and Method
- (c) Statement of Confirmation
- (d) Vendor Profile Form
- (e) The Commission's Model Contract and its Annexes A – B;
 - The Commission's General Conditions of Contract (Annex A), incorporated herein by reference and available at this link: [CTBTO General Conditions of Contract](#);
 - Terms of Reference (Annex B)

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

3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

The 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.

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

The subject of the email shall contain the following:

NAME OF THE PROJECT: [Description indicated in Letter of Invitation]

CTBTO REFERENCE No.: [Description indicated in Letter of Invitation]

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

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

6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case no later than **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 RFP No. 2024-0150/STOMOV

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

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

7. Eligible Goods and Services

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

8. Type of Contract and Payment

The Commission intends to conclude a firm fixed price based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 12 of the attached Model Contract.

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

Instructions for preparation and submission of Proposals – Request for Services

primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other 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 Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

9. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

Point of Contract

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

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

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

Description of Services

The Proposal shall follow the minimum content of the Proposal and include the Compliance Matrix provided in Attachment 1. These sections of the Proposal shall provide sufficient information demonstrating the bidder’s understanding of the services to be provided and including an overall preliminary operational plan for the execution of the services.

The Proposal 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.

Commission’s Inputs

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

Time Schedule

A bar chart indicating the estimation of the duration of the services, including the duration of each task required by the Terms of Reference and key staff to be involved in each task.

Qualifications

Documentary evidence of your qualifications to provide the Services, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the Contract and other necessary ongoing services as required.

Personnel

Curriculum vitae of key staff proposed for this contract, including technical experience to perform the Work. Please note that it is the bidder's responsibility alone to obtain **work permits or visa or similar** for the personnel proposed to implement this project. The Commission will make no effort nor accept any responsibility for obtaining work permits or visa or similar for the Contractor's personnel.

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

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

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

Sub-Contractors

Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted services. The Proposal shall provide a statement that your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT states signatories (the list is available on the CTBTO website at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#)).

Delivery Schedule

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

PART II: FINANCIAL PROPOSAL

In the financial Proposal, you are required to define the following:

- (i) The Total Contract Price in EURO (for EU Companies) or US Dollars, exclusive of taxes.
- (ii) A breakdown of the Contract Price.

- (iii) In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract Price.
- (iv) Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.
- (v) 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.

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

10. Completeness and Correctness of the Proposal

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

11. Validity of the Proposal

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

12. Correction of Errors

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

13. Evaluation of the Proposal

The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal that 'most effectively satisfies the technical and operational requirements set out in the solicitation documents'. The Commission reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.

14. Negotiations of the Proposal

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

15. Modification and Withdrawal of the Proposal

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

16. The Commission's Right to Reject the Proposal

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

17. Costs of preparation and submission of the Proposal

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

18. Proprietary Information

All documentation and information contained in this RFP are proprietary to the Commission and shall not be duplicated, used or disclosed -in whole or in part- for any purpose other than to evaluate them and respond to the Commission's request for Proposal or otherwise without prior written agreement of the Commission.

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

Delivery Time:

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

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

For one-year period For a period of

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

For a two-year period For a period of

Note: The provisions of article 28 of the Commission's General Conditions of Contract apply to the services to be provided under the Purchase Order, wherever it is referred to "Goods" it shall read "Services".

Availability of local service in Vienna, Austria (if any):

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.

Included in this quotation: **Yes** **No**

Confirmation that the bidder has reviewed the Commission's Model Contract and 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 No Not applicable

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

ATTACHMENT 1
MINIMUM CONTENT OF TECHNICAL PROPOSALS AND TECHNICAL COMPLIANCE MATRIX

*Below sets out the **Minimum content of the Proposal and the Mandatory Requirements of the Technical Proposal.** Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Proposal. Please refer to the relevant section of the Terms of Reference for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process. **Part II of this document must be completed.***

PROVISION OF UPGRADE BROADBAND INTERNET ACCESS VIA FIBER OPTIC INFRASTRUCTURE AT THE CTBTO TECHNOLOGY SUPPORT AND TRAINING CENTRE

Part I – Minimum Content of the Technical Proposals

Item	Minimum content
1. Executive Summary	Provide an overview of the proposal
2. Experience, Resources and Project Management	
2.1 Corporate Profile and Values	<ul style="list-style-type: none"> • Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc. • Company business structure and its authority to execute all Work under the Contract. • If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project. • In case the Bidder requires the services of subcontractors, the Proposal shall include: <ol style="list-style-type: none"> a) Relationship of the Bidder’s business to any subcontractor(s) that will be used. b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization. c) The scope of work and nature of subcontracting.
2.2 Corporate Experience	The proposal should detail the Bidder’s experience in executing work of similar scope and complexity.
2.3 Requirements for the Contractor	The Proposal should address and describe all technical requirements spelled out under Section 2.1 of the Terms of Reference (ToR).
3. Meeting the Requirements	
3.1 Understanding of the ToR	<ul style="list-style-type: none"> • Please describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal. • Please discuss how you propose to address some of the sample tasks listed in Section 1&2 (Scope of Work) of the ToR.
4. Contractor’s key staff	
4.1. Visa & Work Permits	Provide written confirmation that the Bidder understands and agrees to take responsibility for obtaining any Visa and/or work permits, which may be required to perform the Work under the Contract. The CTBTO does not sponsor work permits for contractors.

4.2. Documentation and Reporting

- Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form.
- Provide written assurance that all documentation will adhere to the PTS Documentation Standards, samples of which will be provided to the successful Contractor.

Part II - Compliance Matrix

(To be filled-in and return as part of the Technical Proposal)

Ref No. of ToR	Requirements <i>A section-by-section response to each section of the Terms of Reference is included in the Proposal</i>	Bidder's Response		Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal
		"Yes"	"No"	
1	Descriptive confirmation of understanding of the Objectives.			
2	Completion and Acceptance - List of Deliverables			
2	The Contractor shall provide a confirmation of the warranty period of two (2) years after the completion of the user acceptance testing.			
2	The Contractor shall provide a confirmation that they will be able to adjust the working hours of the Commission.			
6	Risk Management plan as part of the Proposal. The Risk Management plan shall also include a business continuity plan and contingency plans. A thorough risk assessment plan at the project's commencement shall be provided.			
Requirements for the Contractor				
3	The Contractor shall have experience in providing corporate internet access			
3	The Contractor shall provide a confirmation of a minimum of one (2) year experience working in providing Broadband internet service via fiber optic infrastructure.			
Requirement for the Contractor's Personnel				

3.2	Technical qualification in computing and/or related topics.			
3.2	Knowledge of project management and implementation demonstrated by at least four (4) peer-reviewed projects.			
3.2	Extensive demonstrated experience with Fiber Optic Internet infrastructure.			
3.2	Communication skills in English.			

Attachment 2- Technical Evaluation Criteria and Method
PROVISION OF UPGRADE BROADBAND INTERNET ACCESS VIA FIBER OPTIC INFRASTRUCTURE AT THE CTBTO TECHNOLOGY SUPPORT AND TRAINING CENTRE

No.	Ref No. in TOR	1.QUALIFICATION REQUIREMENTS (PASS/FAIL)	PASS/FAIL
		Requirements for the Contractor (PASS /FAIL)	PASS/FAIL
1	3	The Contractor shall have experience in providing corporate internet access	PASS/FAIL
2	3	The Contractor shall provide a confirmation of a minimum of one (2) year experience working in providing Broadband internet service via fiber optic infrastructure.	PASS/FAIL
3	2	The Contractor shall provide a confirmation of the warranty period of two (2) years after the completion of the user acceptance testing.	PASS/FAIL
4	2	The Contractor shall provide a confirmation that they will be able to adjust the working hours of the Commission.	PASS/FAIL
		Requirement for the Contractor's Personnel (PASS /FAIL)	PASS/FAIL
5	3.2	Technical qualification in computing and/or related topics.	PASS/FAIL
6	3.2	Knowledge of project management and implementation demonstrated by at least four (4) peer-reviewed projects .	PASS/FAIL
7	3.2	Extensive demonstrated experience with Fiber Optic Internet infrastructure.	PASS/FAIL

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

	Ref No. in TOR	2. TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD	Points		
			Max Points	Factor	Weighted score
		Quality of the Proposal			
8	1-6	Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	5	2	10
9	1	Understanding of the scope of work and the responsibilities of the Contractor	5	4	20
10	6	The Contractor shall provide a Risk assessment plan in its Proposal.	5	1	5
	2	The internet service should be available 99.5% of the time and availability reports shall be made accessible to the Commission.	5	4	20
		Subtotal	5		55
		Requirements of the Contractor's personnel to be met at the team level	Max Points	Factor	Weighted score
11	2	The Contractor shall have extensive experience in delivering Broadband internet access via Fiber Optic infrastructure.	5	4	20
12	2	The Contractor shall provide a confirmation that they will be able to adjust the working hours of the Commission including 24/7 support contacts service availability.	5	1	5
13	3.2	Knowledge of project management and implementation demonstrated	5	1	5
14	3	Communication skills in English.	5	1	5
15	3.1	Have at least two (2) projects demonstrating compatibility of CPE and the current Commission's interfacing network device.	5	1	5
		Subtotal	25		40
		TOTAL - Technical Evaluation	30		95

EVALUATION METHOD:

1. Technical Evaluation:

The technical evaluation process will be done in two stages:

1) **Stage 1:** Technical proposals will first be evaluated against the mandatory requirements outlined in section 1 above, on a PASS/FAIL basis.

Compliance with all mandatory requirements is required in order to pass stage 1 of the technical evaluation and to be further considered for stage 2 of the evaluation process;

2) **Stage 2:** The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the evaluation matrix above.

In order to pass this stage, bidders must obtain a minimum point of 27 or in score of 57 and in accordance with the scoring table indicated below:

TABLE 2

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

2. Financial and commercial evaluation

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

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

Legend:

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

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

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial weights, **subject to contractual acceptability**.

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>

MODEL CONTRACT

between

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

and

[CONTRACTOR]

For the provision of services pertaining to:

**SERVICE UPGRADE OF BROADBAND INTERNET ACCESS VIA FIBER
OPTIC INFRASTRUCTURE AT THE CTBTO TECHNOLOGY SUPPORT
AND TRAINING CENTRE (TEST CENTRE)**

This Contract comprises this cover page, a table of contents, 8 (eight) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

September 2024

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MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2. AIM OF THE CONTRACT

The aim of this Contract is to provide Goods and Services, namely, Service Upgrade of Broadband Internet Access via Fiber Optic Infrastructure at the CTBTO Technology Support and Training Centre (TeST Centre) (hereinafter referred to as the “Services” or “Work”), for the Commission.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

This Contract shall enter into force upon the date of the last signature by the authorized representatives of the Parties (hereinafter referred to as the “Effective Date”) and it shall remain in force until the Parties fulfill all their obligations hereunder.

4. COMMENCEMENT AND COMPLETION OF THE SERVICES

The Contractor shall commence the Services on the Effective Date. The Services shall be completed not later than 31 December 2029.

5. STANDARD OF WORK

The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission’s consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

6. RESPONSIBILITIES OF THE CONTRACTOR

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

7. WARRANTY

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

8. PERMITS, NOTICES, LAWS AND ORDINANCES

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon

execution of this Contract and that are legally required at the time the Proposal is received by the Commission.

- (b) The Contractor shall give all notices required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

9. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
 - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
 - (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible

under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

10. RESPONSIBILITIES OF THE COMMISSION

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

11. CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract a firm fixed price of [EURO/US\$] _____ [in numbers and words] (hereinafter referred to as the “**Contract Price**”) for provision of the Work in accordance with Annexes B and C.
- (b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.
- (c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.
- (d) The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 12 (e).

12. PAYMENT

- (a) The Contract Price shall be paid in accordance with the following payment schedule: [INSERT]
- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 12 (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.

- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email address specified in Clause 21 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.
- (e) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

13. TEMPORARY SUSPENSION OF WORK

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

14. DELAYS AND EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 21 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 14 (a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

15. CONTRACTOR'S CLAIMS AND REMEDIES

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

16. ENTIRE AGREEMENT

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

17. DISCREPANCIES

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

- (i) this document;
- (ii) General Conditions of Contract (Annex A);
- (iii) Terms of Reference (Annex B);
- (iv) Contractor's Proposal (Annex C).

18. SEVERABILITY

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

19. NO WAIVER

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

20. CONTRACT AMENDMENT

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

21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

- (a) The Commission:

For Contractual Issues:

*Chief, Procurement Section
Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization
(CTBTO)
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6350
E-mail: procurement@ctbto.org*

For submission of invoices:

*Accounts Payable
CTBTO Financial Services Section
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6292
E-Mail: Payable_Invoices@ctbto.org*

For invoices and payment related enquiries:

Payments@ctbto.org

- (b) The Contractor:

[INSERT]

22. EFFECTIVENESS

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

will only be deemed to be given on the next working day of the Commission.

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

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

[Name and Position]

Date: _____

Place: Vienna, Austria.

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

[Name and Position]

Date: _____

Place: _____

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

ANNEX B: THE COMMISSION'S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR'S PROPOSAL

ANNEX B

**ToR
(revised)**

Terms of Reference

**Service UPGRADE of Broadband Internet Access via Fiber Optic
Infrastructure at the CTBTO Technology Support and Training Centre
(TeST Centre)**

1. Scope of Work:

Reference to the current Broadband Internet Connection at the Commission's Technology Support and Training Centre facility (TeST Centre) infrastructure located in Seibersdorf, Austria (Österreichisches Forschungszentrum, 2444 Seibersdorf, Austria) commissioned in 2019 and presently operating on a 600 Mbit/s symmetric internet link. The bandwidth requirement of the TeST center is currently estimated to be 1Gbps symmetrical and it is proposed that the initial bandwidth required would be 1Gbps symmetric circuit with an option for bandwidth upgrades in increments of 1Gbps.

The purpose of this acquisition is to provide the facility with an internet connection upgrade; to improve and strengthen the internet line via fiber optic with guaranteed bandwidth 100% Commuted Information Rate (CIR). Due to the multifaceted uses of the new facility including but not limited to the establishment of a permanent connection to the main office of the Commission located in Vienna for operational purpose on daily basis, access to cloud services and IP Telephony services, access to online contents during trainings, online streaming during press and media briefings, and its potential use as the Disaster Recovery (DR). For some services of the Commission, there is a requirement for an upgrade to a higher speed, low latency, high availability, scalable and redundant internet connection, in order to provision the TeST Centre with the level of service required for its operations. These Terms of Reference (ToR) describe the technical requirements for the upgrade of Internet services at the facility located in Seibersdorf and includes requirements for:

- a. The technical specification of the internet connectivity service includes but not limited to capacity, interfacing parameters, protocol specifications, provider IP addresses used within the transit LAN of the ISP and the Commission.
- b. The services offered by the Internet Service Provider hereinafter referred to as "the ISP") and the service levels required by the Commission.

2. Deliverables:

- a. Configured Customer Premise Equipment (CPE) with both fiber and Gigabit Ethernet to connect to the Commission equipment;
- b. Eight (8) public IP addresses usable on this link.
- c. One (1) GB internet with unlimited data volume.
- d. 24/7 service support and business contact number.

2.1 Technical Specifications:

- a. Install and configure fiber connection with all related equipment;
- b. Configured CPE installed by the service provider and the current core network equipment shall provide the option to use both Fiber or Gigabit Ethernet to connect to the Commission equipment.
- c. Providing 8 Public IP addresses usable on this link.
- d. The internet service shall not be limited in transfer volume.
- e. The internet service should be available 99.5% of the time and availability reports shall be made accessible to the Commission.
- f. The service support shall be provided 24/7 and support contacts shall be made available to the Commission for incident report and service request.
- g. The Internet capacity shall be upgradable on a 1Gbps increment upon request by the Commission and proper interface negotiation shall be conducted with the Commissions Technical team to ensure compatibility of the CPE and the current Commission's interfacing network device.
- h. The Contractor shall provide confirmation of the warranty period of two (2) years after the completion of the user acceptance testing
- i. The Contractor shall provide confirmation that they will be able to adjust to the working hours of the Commission.
- j. The internet access shall be handed over in a central server

3. Contractor's Qualifications and Experience:

3.1 The qualified contractor should possess expertise in the following key areas:

- Experience in providing corporate internet access
- English support help desk 24/7
- The Contractor shall provide a confirmation of a minimum of one (2) year experience working in providing Broadband internet service via fiber optic infrastructure.

3.2 Contractor's personnel:

- Technical qualification in computing and/or related topics
- Knowledge of project management and implementation demonstrated by at least four (4) peer-reviewed projects.
- Extensive demonstrated experience with Fiber Optic Internet infrastructure
- Communication skills in English.

4. Duration:

The Contractor shall commence the Services on the Effective Date. The Services shall be completed not later than 31 December 2029.

5. Security and Confidentiality:

- Ensure all service provision activities comply with the CTBTO's security policies.
- Maintain confidentiality of all information accessed during the implementation and service activities.
- Implement measures to protect sensitive data and information.

6. Risk Management:

- a. The Contractor shall provide a thorough risk assessment plan at the commencement of the contract to identify potential risks that could impact the successful execution of the implementation activities outlined in this Terms of Reference (ToR). Risks may include, but are not limited to, technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment plan should be consistently updated, aligning with the delivery of project milestones or significant accomplishments.
- b. Upon the project's satisfactory completion, the Contractor is obligated to conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation. The insights gained from the risk management process should be methodically documented and shared with the client, thereby contributing to the knowledge repository for forthcoming upgrade of internet service(s) endeavors

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.

