

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0183/RICKARD
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Date: 23 Oct 24

Fax:

Email:

Subject: Provision of services pertaining to the maintenance for CTBTO storage systems for the period 2025-2029, as per the attached documentation.

Deadline for Submission: 11 Nov 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

| | |
|--|--|
| <p>Solicitation No: 2024-0183</p> <p>Title: Provision of services pertaining to the maintenance for CTBTO storage systems for the period 2025-2029, as per the attached documentation.</p> | <p>Closing Date: 05 Nov 24</p> <p>Vienna Local Time: 17:00</p> |
|--|--|

Procurement Staff: Adam Neil Rickard

CTBTO Req. No.: 0010024978

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) | |
| <input type="checkbox"/> our current workload does not permit us to take on additional work at this time; <input type="checkbox"/> we do not have the required expertise for this specific project; <input type="checkbox"/> insufficient time to prepare a proper submission; <input type="checkbox"/> 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 as described in the Terms of Reference for “**Maintenance Services for the CTBTO Storage System**” for 2025-2029 (hereinafter referred to as the “Services”).

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

2. Documents included in this RFP

This RFP consists of the following documents:

- 1) Letter of Invitation;
- 2) These Instructions for Preparation and Submission of Proposals, including the Bidder’s Statement and the following attachments:
 - Attachment 1: Procedure for Submission of Electronic Bids in 2 sealed files;
 - Attachment 2: Evaluation Criteria and Method;
 - Attachment 3: Minimum Content of Technical Proposal and Technical Compliance Matrix;
 - Attachment 4: Financial Bid - Price Schedule Form.
- 3) List of CTBT State Signatories available at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#) and incorporated hereby by reference;
- 4) Vendor Profile Form;
- 5) Statement of Confirmation;
- 6) The Commission’s Model Contract and its Annexes;
 - o Annex A - The Commission’s General Conditions of Contract available at [CTBTO General Conditions of Contract 08-10-2021_final.docx](#) and incorporated hereby by reference;
 - o Annex B - Terms of Reference and its Appendices 1-4 (ToR);

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

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

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

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

6. Request for Clarifications and Contacting the Commission

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

E-mail: procurement@ctbto.org
Subject: RFP No. 2024-0183/RICKARD - Request for Clarification(s)

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

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

7. Eligible Goods and Services

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

8. Type of Contract and Payment

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

9. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

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

PART I: TECHNICAL PROPOSAL

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

1. Point of Contact

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

2. Documents Establishing the Eligibility and Qualifications of the Bidder

- (i) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award the Contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited, to the following:
 - (a) That, in the case of a Bidder offering to supply goods and/or services under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
 - (b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract.

(ii) Expertise of the Firm/Organization: This section shall provide a brief information on the experience of the organization, both domestic and international, which are related or similar in nature to the requirements of the RFP.

(iii) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term.

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 Proposal.

4. Description of Services

An explanation of the bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services. At the minimum, the Proposal shall include:

- (i) A detailed description of the items proposed and include relevant technical literature.
- (ii) Curriculum vitae of key personnel proposed for this contract, including technical experience and qualifications to perform the Work;
- (iii) The completed Compliance Matrix document part of "Attachment 3", duly filled in. Note that this document is a high-level compliance matrix only. Bidders shall provide sufficient evidence to demonstrate competence and compliance with the requirements.
- (iv) A clear description how the Bidder will meet ToR ref 4.1;
- (v) A clearly explanation, with example(s), how the Bidder will meet ToR ref 4.4;
- (vi) Details how the Bidder will meet ToR ref 4.5;
- (vii) A risk assessment plan for the Services to address ToR 4.9;
- (viii) Descriptive evidence how the Bidder will meet ToR ref 6.5; and
- (ix) Any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications.

5. Qualifications

Documentary evidence of the bidder's qualifications to provide the Services, which shall establish to the Commission's satisfaction that the Bidder meets the requirements of Section 5 of the ToR and has technical capability necessary to perform the Contract and other necessary ongoing services as required.

6. Commission's Inputs

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

7. Key Contractor Personnel

The Bidder shall provide Curriculum vitae and other relevant documentary evidence of key personnel proposed for this contract, including technical experience and qualifications to perform the Services which shall establish to the Commission's satisfaction that the Bidder's proposed key personnel meet the requirements of Section 5 of the ToR.

8. Sub-Contractors

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

9. Work permits and Visas

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

10. Delivery Schedule

Delivery time shall be indicated in weeks after receipt of an order and shall be firm during the validity of the Proposal and comply with the delivery requirements specified in the Terms of Reference.

PART II: FINANCIAL PROPOSAL

The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference in accordance with **Attachment 4 (Price Schedule Form)**.

In presenting the cost for each line item of Services, adequate justification and calculation must be included in the cost and this should be provided on the separate sheet. All individual costs shall be stated in [EURO] or [US Dollars] and be computed to constitute the total Contract Price.

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 Contract award.

Taxes

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by

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

(1) For Austrian companies

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

(2) For European Union (EU) Companies

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

(3) For Non-EU Companies

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

10. Completeness and Correctness of the Proposal

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

11. Validity of the Proposal

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

12. Correction of Errors

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

13. Evaluation of the Proposal

- (a) The Commission will first conduct a technical evaluation based on the criteria and method specified in **Attachment 2 – Evaluation Criteria and Method**.
- (b) 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. The Commission may split the award of the

Contract and award more than one Contract to those Contractors who receive the highest combined score in each individual component of the Services, as applicable, and as specified in this RFP documents.

14. Negotiations of the Proposal and Award

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

The Commission also reserves the right to split the award for this project if so deemed desirable.

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.

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

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

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

| BIDDER'S STATEMENT PLEASE FILL THIS FORM & SUBMIT WITH THE BID |
|---|
| Delivery Time: |
| Shipping weight (kg) and Volume (m ³) – if applicable: |
| List of recommended consumables and spares including prices and details on local availability, if applicable (please tick): <input type="checkbox"/> For one year period <input type="checkbox"/> For a period of |
| Warranty period applicable (it shall be for a minimum of 24 months , starting from the acceptance of the goods/services by the Commission) – please tick below: <input type="checkbox"/> For a two year period <input type="checkbox"/> For a period of |
| Availability of local service in Vienna, Austria (if any/if applicable): |
| State country of origin or assembly of all items quoted: |
| Quantity discount and early payment discount (if any): |
| Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required. |
| Included in this Bid : Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Confirmation that the bidder has reviewed the Commission's Model Contract and General Conditions of Contract and agreed to all terms and conditions. Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 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 <input type="checkbox"/> No <input type="checkbox"/> Not applicable <input type="checkbox"/> |
| Remarks: |
| Name: |
| Name & Title of Contact Person: |
| Signature & date: |

Attachment 1

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

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

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

CRITICAL INFORMATION:

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

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

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

Should you have any questions, please send an email to procurement@ctbto.org.

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

INSTRUCTIONS:

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

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

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

Creating the archives for submission

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

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

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

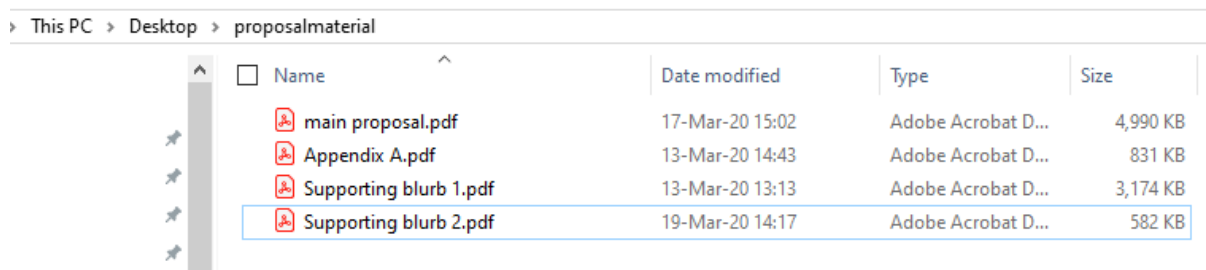


Figure 1 An example set of files to be submitted

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

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

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

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

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

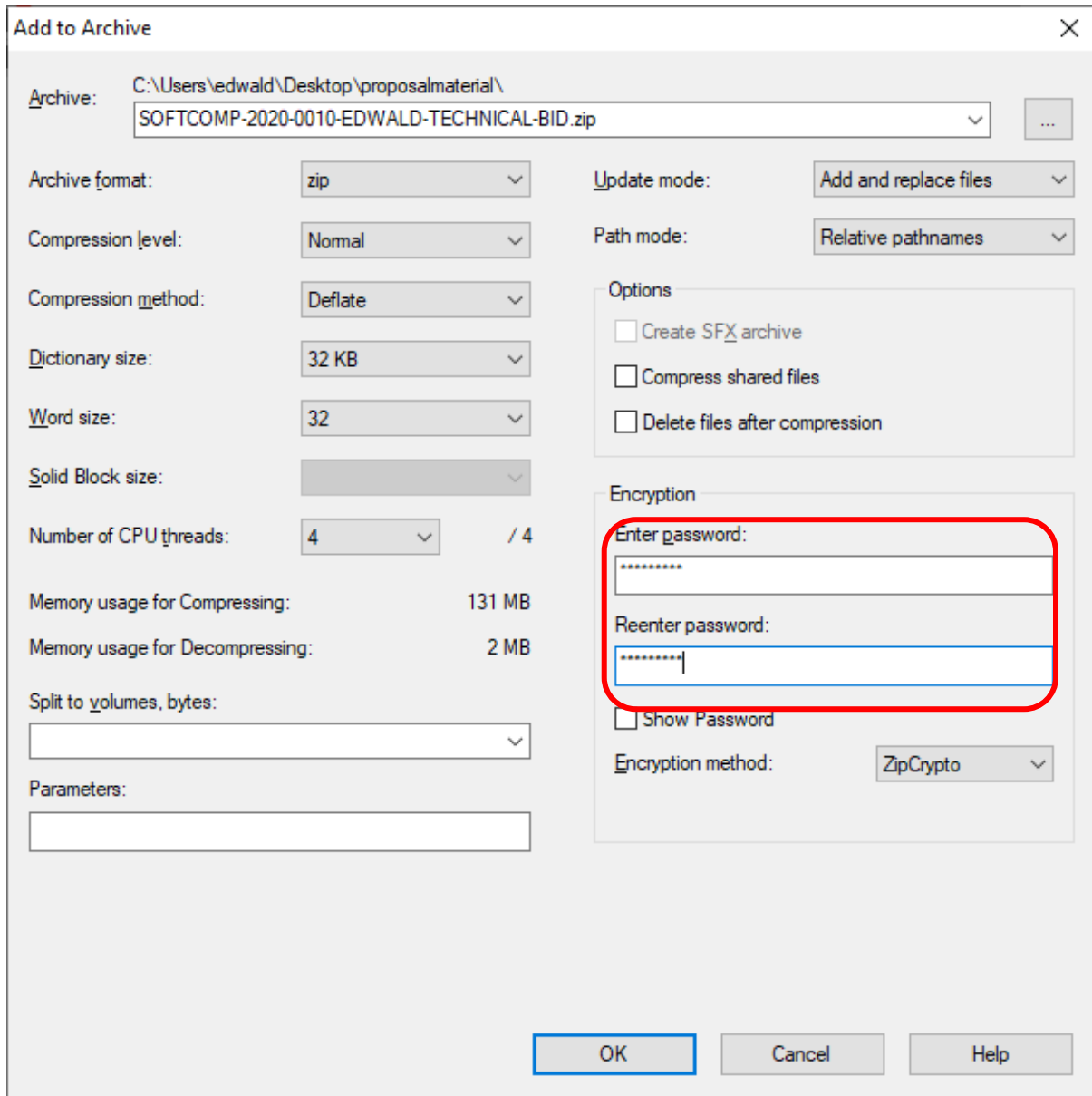


Figure 2 Creating an Archive

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

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

If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “CRC SHA >”. Hovering over the “ >” brings a few more options to light, select the **SHA-1** option. A smaller dialog pops up: (see Figure 3, SHA1 below).

Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)

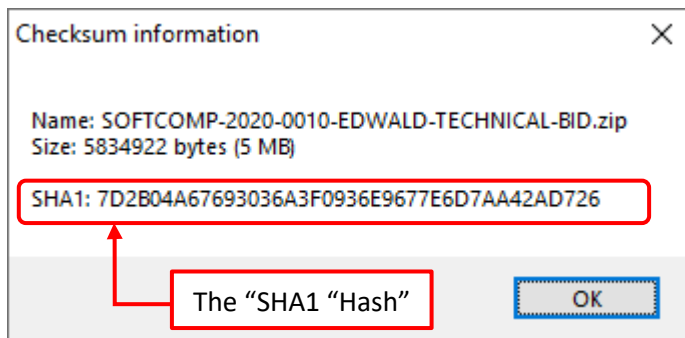


Figure 3 SHA1

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

Sidebar: How to open a CMD window in Windows:

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

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

Finally,

1. Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives. **SEND THIS TO:** sealed_bids@ctbto.org (note that there is an underscore "_" between "sealed" and "bids"). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)
2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password

you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.)

SEND THIS TO: bid_keys@ctbto.org

IMPORTANT NOTE: As stated above, only send the Encryption Key for the Technical Offer to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Offer to the sealed_bids@ctbto.org mailbox. You shall only send the Encryption Key for the Financial Offer to the Commission if and when informed by the Commission that your Technical Offer had been evaluated as "technically acceptable".

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

As mentioned above, should you have questions or difficulties, please send an e-mail to procurement@ctbto.org.

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

RFP 2024-0183/RICKARD

Attachment 2 - Evaluation Criteria and Method

Maintenance Services for the CTBTO Storage System for 2025-2029

| Spec Ref | Table Refers to the TOR for the Storage Maintenance Requirements | PASS/FAIL |
|-----------------|--|------------------|
| 2 | The Contractor accepts to provide maintenance services on a 24/7/4 availability (twenty-four hours a day, seven days a week; constantly with 4 hours response time.) | PASS/FAIL |
| 3 | The Contractor accepts the definition of "Good Working Condition" as stipulated in the ToR | PASS/FAIL |
| 4.2 | The Contractor shall replace or repair faulty components, at no additional cost, in order to restore the system to Good Working Condition (see Section 3 "Good Working Condition"). Where hardware components become faulty and cannot be repaired immediately and on site, the Contractor shall provide advanced hardware replacement at no additional cost. | PASS/FAIL |
| 4.3 | The Contractor shall provide a single point-of-contact (SPOC) (including email address and telephone "hotline" number) for the Maintenance Services, available 24 hours, 7 days a week that the Commission can use to notify the Contractor that a problem exists. | PASS/FAIL |
| 4.3.1 | The SPOC shall not be relegated to a sub-contractor. The main Contractor shall remain the single point of Contact with the Commission. | PASS/FAIL |
| 4.3.2 | The SPOC shall have strong English language skills. | PASS/FAIL |
| 4.3.3 | In addition, the Contractor shall maintain an online service desk portal. The Commission shall have access to the portal to report and track incidents resolution progress. The portal must have statistics, reporting and alerts capability. The three (3) channels (Phone, email and portal) shall remain available at all times to the commission. | PASS/FAIL |
| 4.6 | The Contractor shall undertake all relevant periodic software, firmware version updates and patches deployment, as well as all security vulnerability remediation at no additional cost. | PASS/FAIL |
| 4.7 | Maintenance Services shall be performed at the Commission's Headquarters at the Vienna International Centre. In exceptional cases, and with previous explicit written permission from the Commission, the Contractor may be allowed to provide instructions for the Commission's technicians to execute simple maintenance procedures. In such cases, the Contractor remains responsible of the success or not of the procedures. | PASS/FAIL |
| 4.8 | Maintenance parts shall be manufactured by the original equipment manufacturer (OEM), shall not be altered by the Contractor. and shall be new. In addition, costs for shipping parts shall be the responsibility of the Contractor. | PASS/FAIL |
| 4.9.1 | Upon the satisfactory completion of the Maintenance Services, 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 Commission, thereby contributing to the knowledge repository for forthcoming Maintenance Services endeavours. | PASS/FAIL |
| 4.10 | All changes shall be done in compliance with the Commission's change management process in collaboration with the Commission's specialists. | PASS/FAIL |
| 4.11 | All communications with respect to support and maintenance issues shall be conducted in English. | PASS/FAIL |
| 4.13 | The Commission reserves the right to add or remove items in the pricing table. To this end, the Commission may request from the Contractor a quote for an item or items that are not contained in the pricing table(s). The Contractor shall provide this information within seven (7) days of the Commission's request. The Commission may issue Purchase Orders which may include the item or items in question. | PASS/FAIL |
| 4.14 | Maintenance Services shall be for one (1) calendar year from 1 April 2025, with three (3) options for renewal, on the basis of 24/7/4 support or alternative comparable service options. | PASS/FAIL |

| Contractor Requirements | | |
|-----------------------------------|---|-----------|
| 5.1 | The Contractor shall be an Oracle authorized/registered business-partner. | PASS/FAIL |
| 5.2 | The Contractor shall be an authorized representative/partner of the manufacturer or through sub-contractor(s). There shall not be more than one (1) subcontractor between the Contractor and the Original Equipment Manufacturer (OEM). | PASS/FAIL |
| 5.3.1 | The Contractor's key personnel - 5.3.1.1. Professional level Oracle certificates, such as Oracle Certified Professional (OCP) for Storage Systems, | PASS/FAIL |
| 5.3.2. | The Contractor's key personnel - At least three (3) years proven hands-on experience in maintaining, troubleshooting, and repairing storage systems | PASS/FAIL |
| 5.3.3. | The Contractor's key personnel -At least three (3) years proven hands-on experience providing similar support services to large scale customers. | PASS/FAIL |
| Service Level Requirements | | |
| 6.1 | The Contractor shall immediately acknowledge all tickets in writing to designated staff of the Commission. | PASS/FAIL |
| 6.2 | The clock starts from the time when the Commission notifies the Contractor either by phone call, e-mail, or by a ticket. In case the Contractor notices an incident, the Commission shall be notified immediately, and clock shall start from the time of the incident. | PASS/FAIL |
| 6.3 | The Contractor shall respond with a telephone call back to the Commission within 30 minutes of receiving notification of an incident | PASS/FAIL |
| 6.4 | The Contractor shall provide all personnel and equipment necessary to resolve the incident at the location of the equipment, within four (4) hours of the notification of an incident. | PASS/FAIL |
| 6.6 | The Contractor shall escalate the ticket within six (6) hours of incident notification if no solution to the incident is imminent. If the Commission notifies the Contractor that an incident has recurred, the Contractor shall escalate the ticket to the next level above the highest level reached during the previous event. | PASS/FAIL |
| 6.7 | The Contractor shall restore services within eight (8) hours of incident notification. | PASS/FAIL |
| 6.8 | Notwithstanding events caused by Force Majeure, the service levels set forth above must be met and maintained by the contractor. | PASS/FAIL |
| 6.9 | Failure of the Contractor to meet or maintain these service levels may result in the Commission terminating the contract or applying the penalties defined in the ToR. | PASS/FAIL |
| 6.10 | The Contractor shall arrange a periodic service review meeting in consultation with the Commission, to review past incidents and performance. | PASS/FAIL |
| Penalties | | |
| 7.1 | The breach of any of the service levels defined in these ToR shall entitle the Commission to a 0.5% (half of a percent) penalty of the total value of the Contract per the event of breach which will be deducted from the quarterly payments. | PASS/FAIL |
| 7.2 | The cumulative total of penalties for failure to meet the quality of services shall not exceed 3% of the total value of the Contract. | PASS/FAIL |

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

| 2. TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD | | Points | | |
|---|---|-------------------|---------------|-----------------------|
| TOR REF | Requirements | Max Points | Factor | Weighted score |
| 4.1 | The Contractor shall carry out the analysis, evaluation, and resolution of all incidents and problems relating to the contract. The Bidder shall describe in detail how it will meet this criteria. | 5 | 2 | 10 |
| 4.4 | The Contractor shall document a Root Cause Analysis (RCA) at the end of each incident. The Bidders shall provide a detailed example with explanation how it will meet this criteria. | 5 | 1 | 5 |
| 4.5 | The Contractor shall proactively monitor the systems under Contract to detect early signs and alerts of failures and undertake all relevant and necessary actions to prevent incident. To allow such monitoring, only outbound communication will be allowed from the systems, should this be required. The Bidder shall propose how it will meet this criteria. | 5 | 1 | 5 |
| Subtotal | | 15 | | 20 |
| TOR REF | Risk Management | Max Points | Factor | Weighted score |
| 4.9 | The Contractor shall provide a thorough risk assessment plan at the commencement of the Maintenance Services to identify potential risks that could impact the successful execution of the Maintenance Services outlined in these Terms of Reference. 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 shall be consistently updated by the Contractor, aligning with the delivery of key Maintenance Services milestones or significant accomplishments. The Bidder shall detail a thorough risk assessment plan to meet this criteria. | 5 | 1 | 5 |
| Subtotal | | 5 | | 5 |
| TOR REF | Service Level Requirements | Max Points | Factor | Weighted score |
| 6.5 | The Contractor shall have a clear and detailed escalation process for the handling of notifications from the Commission. The Bidder shall detail how this criteria shall be met. | 5 | 2 | 10 |
| Subtotal | | 5 | | 10 |
| Grand Total | | 25 | | 35 |

The minimum acceptable points is 15 - **Total Weighted Score** of 21.

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

In order to pass this stage, bidders must obtain a *score of 15 and a Total Weighted score of at least 21* and in accordance with the scoring table

TABLE 2

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

2. Financial and commercial evaluation

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

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

Legend:

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

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

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

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Maintenance Services for the CTBTO Storage System for 2025-2029

Attachment 3: MINIMUM CONTENT OF TECHNICAL PROPOSAL 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 and returned as part of the Proposal.

Part I

| Item | Minimum content |
|--|--|
| 1. Executive Summary | Provide an overview of the proposal |
| 2. Experience, Resources and Project Management | |
| 2.1 Corporate Profile and Values | <ul style="list-style-type: none">• Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc.• Company business structure and its authority to execute all Work under the Contract.• If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project.• In case the Bidder requires the services of subcontractors, the Proposal shall include:<ul style="list-style-type: none">a) Relationship of the Bidder's business to any subcontractor(s) that will be used.b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization.c) The scope of work and nature of subcontracting. |
| 2.2 Corporate Experience | The proposal should detail the Bidder's experience in executing work of similar scope and complexity. |
| 2.3 Requirements for the Contractor | The Proposal should address and describe all requirements spelled out under Section 4 of the Terms of Reference (ToR). |
| 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. |
| 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. |
| 5. Model Contract | |
| A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions. | |

Part II – Compliance Matrix

| Spec Ref | Table Refers to the TOR for the Storage Maintenance | Bidder Compliance (Yes/No) | Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal |
|---------------------|---|----------------------------|--|
| Requirements | | | |
| 2 | Contractor accepts to provide maintenance services on a 24/7/4 availability (twenty-four hours a day, seven days a week; constantly with 4 hours response time.) | | |
| 3 | Accept definition of "Good Working Condition" as stipulated in the ToR | | |
| 4.1 | Accept that the Contractor shall carry out the analysis, evaluation, and resolution of all incidents and problems relating to the Hardware, firmware, and software listed in Appendices I, II and III to these ToR. | | |
| 4.2 | The Contractor shall replace or repair faulty components, at no additional cost, in order to | | |

| | | | |
|--------------|---|--|--|
| | restore the system to Good Working Condition as per Section 3 above. Where hardware components become faulty and cannot be repaired immediately and on site, the Contractor shall provide advanced hardware replacement at no additional cost. | | |
| 4.3 | Accept the Contractor shall provide a single point-of-contact (including email address and telephone “hotline” number) on 24 x 7 basis. | | |
| 4.3.1 | The SPOC shall not be relegated to a sub-contractor, the main Contractor shall remain the single point of Contact with the Commission. | | |
| 4.3.2 | Confirm the SPOC shall have strong English language skills. | | |
| 4.3.3 | Accept the Contractor shall maintain an online service desk portal. The Commission shall have access to the portal to report and track incidents resolution progress. The portal must have statistics, reporting and alerts capability. The three (3) channels (Phone, email and portal) shall remain available at all times to the commission. | | |
| 4.4 | Accept the Contractor shall document a Root Cause Analysis (RCA) at the end of each incident. | | |
| 4.5 | Accept the Contractor shall to proactively monitor the systems under contract to detect early signs and alerts of failures, and undertake all relevant and necessary actions to prevent incident. To allow such monitoring, only outbound communication will be allowed from the systems, should this be required.) | | |
| 4.6 | Accept the Contractor shall undertake all relevant periodic Software, firmware version updates and patches deployment, as well as all security vulnerability remediation at no additional cost. | | |

| | | | |
|--------------|--|--|--|
| 4.7 | Accept the Maintenance service shall be performed at the Commission's Headquarters at the Vienna International Centre. | | |
| 4.8 | Accept the Maintenance parts shall be manufactured by the original equipment manufacturer (OEM), shall not be altered by the Contractor. and shall be new. In addition, costs for shipping parts shall be the responsibility of the Contractor. | | |
| 4.9 | Accept the Contractor shall provide a thorough risk assessment plan at the project's commencement. | | |
| 4.9.1 | The Contractor shall conduct a final review of the risks. | | |
| 4.10 | Accept all changes shall be done in compliance with the commission's change management process in collaboration with the Commission's specialists. | | |
| 4.11 | Accept all communications with respect to support and maintenance issues shall be conducted in English in collaboration with the Commission's specialists. | | |
| 4.12 | Accept the Commission reserves the right to terminate maintenance of any item to be maintained under this contract, at any time, by giving four weeks' notice without incurring fees for the remainder of the contract duration for these items | | |
| 4.13 | Accept the Commission reserves the right to add or remove items in the pricing table. To this end, the Commission may request from the Contractor a quote for an item or items that are not contained in the pricing table(s). The Contractor shall provide this information within seven (7) days of the Commission's request. The Commission may | | |

| | | | |
|-----------------------------------|--|--|--|
| | issue Purchase Orders which may include the item or items in question. | | |
| 4.14 | Accept the Maintenance Services shall be for one (1) calendar year from 1 April 2025, with two (2) options for renewal, on the basis of 24/7/4 support or alternative comparable service options. | | |
| Contractor Requirements | | | |
| 5.1 | Accept the Contractor shall provide proof of business-partner relationship with Oracle. | | |
| 5.2 | Confirm if a direct partnership with the manufacturer or through sub-contractors is required. There shall not be more than one (1) subcontractor between the Contractor and the Original Equipment Manufacturer (OEM). | | |
| 5.3.1 | Key personnel - Professional level Oracle certificates, such as Oracle Certified Professional (OCP) for Storage Systems | | |
| 5.3.2 | Key personnel - At least three (3) years proven hands-on experience in maintaining, troubleshooting, and repairing storage systems | | |
| 5.3.3 | Key personnel - At least three (3) years proven hands-on experience providing similar support services to large scale customers | | |
| Service Level Requirements | | | |
| 6.1 - 6.3 | Accept the Contractor shall acknowledge in writing immediately, on receipt of a ticket, within the margin of time stipulated in the TOR. | | |
| 6.4 | Accept the Contractor shall provide all personnel and equipment necessary to resolve the incident at the location of the equipment, within four (4) hours of the notification of an incident. | | |

| | | | |
|------------------|---|--|--|
| 6.5 | Accept the Contractor shall have a clear and detailed escalation process for the handling of notifications from the Commission. | | |
| 6.6 | Accept to notify the Commission within six (6) hours of the start of the "Problem Investigation" to final resolution of the problem.) | | |
| 6.7 | Accept the Contractor shall restore services within eight (8) hours of incident notification.) | | |
| 6.8 | Accept that notwithstanding events caused by Force Majeure, the service levels set forth above must be met and maintained by the contractor. | | |
| 6.9 | Accept that a failure of the Contractor to meet or maintain these service levels may result in the Commission terminating the contract or applying the penalties defined in the ToR. | | |
| 6.10 | Accept that the Contractor shall arrange a periodic service review meeting in consultation with the Commission, to review past incidents and performance. | | |
| 6.11 | Compliance to each of the Service Level Requirements outlined in these ToR will be measured through the Service Desk portal | | |
| Penalties | | | |
| 7.1 | The breach of any of the service levels defined in these ToR shall entitle the Commission to a 0.5% (half of a percent) penalty of the total value of the Contract per the event of breach which will be deducted from the quarterly payments | | |
| 7.2 | The cumulative total of penalties for failure to meet the quality of services shall not exceed 3% of the total value of the Contract | | |

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Maintenance Services for CTBTO STORAGE SYSTEM

Attachment 4: PRICE SCHEDULE FORM

The Bidder is required to prepare the Price Schedule using the form.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to total prices.

| | | | | PRICING TABLE PER YEAR | | | | | | | |
|---|----------|--|--------------------|--------------------------|-------------|--------------------------|-------------|--------------------------|-------------|--------------------------|-------------|
| | | | | 2025-2026 | | 2026-2027 | | 2027-2028 | | 2028-2029 | |
| No. | Quantity | Item | Serial No. | 01/04/2025 to 31/03/2026 | | 01/04/2026 to 31/03/2027 | | 01/04/2027 to 31/03/2028 | | 01/04/2028 to 31/03/2029 | |
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 1-Tape Library | | | | | | | | | | | |
| 1.1 | 1 | SUN StorageTek SL3000 Base module (SL3000K-BM2-700-Z) incl.2xCEM SL3000 left Access Expansion Module SL3000 right Access Expansion Module StorageTek SL3000 X-Option, Drive Array (DA) (XSL3000-DRVARY-Z-N) | 571000200767 | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.2 | 1 | StorageTek SL3000 dual FC control card | PUA298001430 | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.3 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45J | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.4 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45K | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.5 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.6 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20766 | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.7 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20769 | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.8 | 8 | StorageTek LTO Tape Drive: 1HP LTO6 8GB FC for StorageTek SL3000 | | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.9 | 8 | StorageTek LTO6 dual port conversation kit for StorageTek SL8500 and SL3000 | | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.10 | 1 | StorageTek SL3000 X-Option, Drive Array (DA) | 571000200767 | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 1.11 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| Sub-total for 1 - Tape Library | | | | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 2- Licenses and Subscription | | | | | | | | | | | |
| 2.1 | 4 | Licenses and Software for Oracle SAM FS Oracle SAM FS, Storage Archive Manager, unlimited, Processor Perpetual - Oracle Software Update License and Support | | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 2.3 | 8 | Licenses and Software for Oracle QFS Oracle (Sun) QFS Client, Server Perpetual - Oracle Software Update License and Support | | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| 2.4 | 8 | Licenses and Software for Oracle Solaris Cluster Enterprise Edition (for 2.3 and 2.4) Oracle Solaris Cluster Enterprise Edition, Processor Perpetual - Oracle Software Update License and Support | | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| Sub-total for 2 - Licenses and Subscriptions | | | | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| Total Price in EUR or USD (DAP, door-to-door, excluding taxes**) | | | | | 0.00 | | 0.00 | | 0.00 | | 0.00 |

** Please see the Instructions for Preparation and Submission of Bids about any applicable taxes

Input Unit Prices:

For each item, enter the unit price in the Unit Price (EUR or USD) column. Ensure that the price is in EUR or USD. Specify either EUR or USD

Verify Total Prices:

The Total Price (EUR or USD) column will automatically calculate the total price by multiplying the unit price by the quantity. Verify that the calculations are correct.

TERMS OF REFERENCE

Maintenance Services for the CTBTO Storage System for 2025-2029

October 2024

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1. Introduction

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) is the international organization setting up the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion. The Treaty provides for a global verification regime, including a network of 337 stations worldwide, a communications system, an International Data Centre and on-site inspections to monitor compliance. The Headquarter and the International Data Centre (CTBTO) of the Preparatory Commission are in Vienna (Vienna International Center of United Nations) More information can be found under www.ctbto.org.

One fundamental task of the Commission’s International Data Centre is to provide States Parties with equal, open, timely and convenient access to agreed products and services to support their national CTBT verification requirements. In meeting this task, the CTBTO would perform a large fraction of the computationally intensive, technical work required by most States Parties. This includes collecting and archiving data from the International Monitoring System (IMS) sensors and other sources. Advanced physical and computer science technologies would be incorporated to allow the CTBTO to perform its work with as high a degree of automation, cost-efficiency, security and reliability as possible.

All data processing and archiving for the above-mentioned tasks are performed in a High Performance Computing environment. The generated data are differentiated into verification-related for data obtained from sensors deployed across the planet, and non-verification representing data relating to testing and development as well as information relating to daily office or information management activities and projects.

These Terms of Reference outline the Service requirements as well as the expected service levels for the provision of maintenance services for the Commission’s Storage Systems (Hardware and Software) (hereinafter referred to as the “Maintenance Services”).

2. Scope of Maintenance

The Contractor shall provide Maintenance Services to the CTBTO storage system on a 24/7 availability basis (twenty-four hours a day, seven days a week).

The success of the mission and operations of the Commission depends largely on the availability of its verification system and data. Therefore, the Contractor shall demonstrate the highest level of services (both proactively and reactively) towards ensuring and assuring availability of the equipment with minimal downtime maintenance.

The Contractor shall comply with all the mandatory requirements below.

3. Good Working Condition

For purposes of this Contract, equipment restored to “Good Working Condition” shall be defined as equipment that will perform all functions as prescribed in the manufacturer's published specifications for such equipment as originally manufactured. It is the responsibility of the Contractor to make sure the equipment is restored to Good Working Condition after an incident. For the equipment to be considered in Good Working Condition, it must be free of all known defects and be running the latest relevant version of its software or firmware.

4. Service Requirements

The Contractor shall provide Maintenance Services, for the items listed in Appendices I, II, III, and IV, in accordance with the under-listed requirements. All items listed in the Appendices are located in the CTBTO Data Centre at the Vienna International Centre, Vienna.

- 4.1. The Contractor shall carry out the analysis, evaluation, and resolution of all incidents and problems relating to the Hardware, firmware, and software listed in Appendices I, II and III to these ToR.
- 4.2. The Contractor shall replace or repair faulty components, at no additional cost, in order to restore the system to Good Working Condition as per Section 3 above. Where hardware components become faulty and cannot be repaired immediately and on site, the Contractor shall provide advanced hardware replacement at no additional cost.
- 4.3. The Contractor shall provide a single point-of-contact (SPOC) (including email address and telephone “hotline” number) for the Maintenance Services, available 24 hours, 7 days a week that the Commission can use to notify the Contractor that a problem exists.
 - 4.3.1. The SPOC shall not be relegated to a sub-contractor, the main Contractor shall remain the single point of Contact with the Commission.
 - 4.3.2. The SPOC shall have strong English language skills.
 - 4.3.3. In addition, the Contractor shall maintain an online service desk portal. The

Commission shall have access to the portal to report and track incidents resolution progress. The portal must have statistics, reporting and alerts capability. The three (3) channels (Phone, email and portal) shall remain available at all times to the commission.

- 4.4. The Contractor shall document a Root Cause Analysis (RCA) at the end of each incident.
- 4.5. The Contractor shall proactively monitor the systems under Contract to detect early signs and alerts of failures and undertake all relevant and necessary actions to prevent incident. To allow such monitoring, only outbound communication will be allowed from the systems, should this be required.
- 4.6. The Contractor shall undertake all relevant periodic software, firmware version updates and patches deployment, as well as all security vulnerability remediation at no additional cost.
- 4.7. Maintenance Services shall be performed at the Commission's Headquarters at the Vienna International Centre, Vienna, Austria. In exceptional cases, and with previous explicit written permission from the Commission, the Contractor may be allowed to provide instructions for the Commission's technicians to execute simple maintenance procedures. In such cases, the Contractor remains responsible of the success or not of the procedures.
- 4.8. Maintenance parts shall be manufactured by the original equipment manufacturer (OEM), shall not be altered by the Contractor. and shall be new. In addition, costs for shipping parts shall be the responsibility of the Contractor.
- 4.9. The Contractor shall provide a thorough risk assessment plan at the commencement of the Maintenance Services to identify potential risks that could impact the successful execution of the requirements. 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 shall be consistently updated by the Contractor, aligning with the delivery of key Maintenance Services milestones or significant accomplishments.
 - 4.9.1. Upon the satisfactory completion of the Maintenance Services, the Contractor shall 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 Commission, thereby contributing to the knowledge repository for forthcoming Maintenance Services endeavours.
- 4.10. All changes shall be done in compliance with the Commission's change management

process in collaboration with the Commission's specialists.

- 4.11. All communications with respect to support and maintenance issues shall be conducted in English.
- 4.12. The Commission reserves the right to terminate maintenance of any item to be maintained under the Contract, at any time, by giving four (4) weeks' notice without incurring fees for the remainder of the Contract duration for these items.
- 4.13. The Commission reserves the right to add or remove items in the pricing table. To this end, the Commission may request from the Contractor a quote for an item or items that are not contained in the pricing table(s). The Contractor shall provide this information within seven (7) days of the Commission's request. The Commission may issue Purchase Orders which may include the item or items in question.
- 4.14. Maintenance Services shall be for one (1) year from 1 April 2025, with three (3) options for renewal, on the basis of 24/7/4 support or alternative comparable service options.

5. Contractor's Requirements

- 5.1. The Contractor shall be an Oracle authorized/registered business-partner.
- 5.2. The Contractor shall be an authorized representative/partner of the manufacturer or through sub-contractor(s). There shall not be more than one (1) subcontractor between the Contractor and the Original Equipment Manufacturer (OEM).
- 5.3. The Contractor's key personnel involved in managing the Commission's tickets shall have at the minimum:
 - 5.3.1. Professional level Oracle certificates, such as Oracle Certified Professional (OCP) for Storage Systems,
 - 5.3.2. At least three (3) years proven hands-on experience in maintaining, troubleshooting, and repairing storage systems, and
 - 5.3.3. At least three (3) years proven hands-on experience providing similar support services to large scale customers.

6. Service Level Requirements

- 6.1. The Contractor shall immediately acknowledge all tickets in writing to designated staff of the Commission.
- 6.2. The clock starts from the time when the Commission notifies the Contractor either by phone call, e-mail, or by a ticket. In case the Contractor notices an incident, the

Commission shall be notified immediately, and clock shall start from the time of the incident.

- 6.3. The Contractor shall respond with a telephone call back to the Commission within 30 minutes of receiving notification of an incident.
- 6.4. The Contractor shall provide all personnel and equipment necessary to resolve the incident at the location of the equipment, within four (4) hours of the notification of an incident.
- 6.5. The Contractor shall have a clear and detailed escalation process for the handling of notifications from the Commission.
- 6.6. The Contractor shall escalate the ticket within six (6) hours of incident notification if no solution to the incident is imminent. If the Commission notifies the Contractor that an incident has recurred, the Contractor shall escalate the ticket to the next level above the highest level reached during the previous event.
- 6.7. The Contractor shall restore services within eight (8) hours of incident notification.
- 6.8. Notwithstanding events caused by Force Majeure, the service levels set forth above shall be met and maintained by the Contractor.
- 6.9. Failure of the Contractor to meet or maintain these service levels may result in the Commission terminating the Contract, or applying the penalties defined in Section 7 below.
- 6.10. The Contractor shall arrange a periodic service review meeting in consultation with the Commission, to review past incidents and performance.
- 6.11. Compliance to each of the Service Level Requirements outlined in these ToR will be measured through the Service Desk portal.

7. Penalties

- 7.1. The breach of any of the service levels defined in these ToR shall entitle the Commission to a 0.5% (half of a percent) penalty of the total value of the Contract per the event of breach which will be deducted from the quarterly payments.
- 7.2. The cumulative total of penalties for failure to meet the quality of services shall not exceed 3% of the total value of the Contract.

MODEL CONTRACT

(SAP No. ____)

between

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

and

(INSERT NAME OF THE CONTRACTOR)

for

the provision of services pertaining to
MAINTENANCE SERVICES FOR THE CTBTO STORAGE SYSTEM
FOR THE PERIOD 2025-2029

This Contract comprises this cover page, 11 (eleven) pages of text (including a table of contents and a signatories page), and 3 (three) Annexes (A to C)

October 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 the Vienna International Centre, Wagramer Strasse 5, 1400 Vienna, Austria, and [NAME OF CONTRACTOR] (hereinafter referred to as the “Contractor”), having its registered office located at [ADDRESS OF CONTRACTOR] (both are hereinafter individually referred to as a “Party” and collectively as the “Parties”).

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

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

“**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 services, namely, “*Maintenance Services for the CTBTO Storage System*” (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

- (a) The Contractor shall commence the Services on the dates set forth in Appendix I of Annex B.
- (b) The Commission shall have the option, but not the obligation, and subject to the availability of funds, to extend the provision of the Services for the time periods set forth in Appendix II, III, and IV of Annex B. The Services so extended shall be provided, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about the extension of the Services at least one (1) month prior to the first completion date of the Services specified in Appendix II, III, or IV, as applicable for each extension. The optional extension(s) will be implemented through a written notification to the Contractor by the Commission.

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 Annexes B and 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) Subject to Clause 12(a) below, the Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract:

- (i) a firm fixed price of [EURO or USD] for the annual Services specified in Appendix I of Annex B;
- (ii) subject to Clause 4(b), a firm fixed price of [EURO or USD] for the annual Services specified in Appendix II of Annex B;
- (iii) subject to Clause 4(b), a firm fixed price of [EURO or USD] for the annual Services specified in Appendix III of Annex B;
- (iv) subject to Clause 4(b), a firm fixed price of [EURO or USD] for the annual Services specified in Appendix IV of Annex B;

thus, subject to Clause 4(b), a maximum total firm fixed price of [EURO or USD] (hereinafter referred to as the “Contract Price”).

- (b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.
- (c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.
- (d) **[PLEASE IDENTIFY WHETHER TAXES ARE APPLICABLE UNDER THIS CONTRACT AND SELECT ONE OF THE FOLLOWING OPTIONS AT THE TIME OF AWARD]:**

The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 12(e) below.

OR

No Taxes are applicable under this Contract.

12. PAYMENT

- (a) The annual Services shall be paid in arrears on quarterly basis. In accordance with Section 7 of Annex B, the Commission shall have the right to apply to the Contractor and deduct from the quarterly payments, a penalty of 0.5% (half of a percent) of the total value of the Contract per event of breach, for any breach of the service levels defined in Annex B. The cumulative total of penalties for failure to meet the quality of services shall not exceed 3% of the total value of the Contract.
- (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 in 1 (one) original and 2 (two) copies or 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.

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

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

13. TEMPORARY SUSPENSION OF WORK

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

14. DELAYS AND EXTENSION OF TIME

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

15. CONTRACTOR’S CLAIMS AND REMEDIES

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

16. ENTIRE AGREEMENT

This Contract represents the final agreement in respect of the 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) The Commission’s General Conditions of Contract (Annex A);
- (iii) The Commission’s Terms of Reference (Annex B);
- (iv) The 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 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:

E-mail: Payments@ctbto.org

- (b) The Contractor

Name: *[INSERT]*
Address: *[INSERT]*
Tel: *[INSERT]*
Email: *[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;
 - (iv) if by electronic communication, when retrievable by the Commission in document form.
- (b) A communication given under sub-Clause 22(a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

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

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

[Name and Position]

Date: _____

Place: Vienna, Austria.

For and on behalf of **[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

RFP 2024-0183/RICKARD
Maintenance Services for CTBTO STORAGE SYSTEM
APPENDIX 1 to the TOR - 2025 - 2026

| No. | Qty. | Item | Serial No. | Start Date | End Date | Servicelevel |
|-------------------------------------|------|--|--------------------|------------|------------|--------------|
| 1-Tape Library | | | | | | |
| 1.1 | 1 | SUN StorageTek SL3000 Base module (SL3000K-BM2-700-Z) incl.2xCEM SL3000 left Access Expansion Module SL3000 right Access Expansion Module StorageTek SL3000 X-Option, Drive Array (DA) (XSL3000-DRVARY-Z-N) | 571000200767 | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.2 | 1 | StorageTek SL3000 dual FC control card | PUA298001430 | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.3 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45J | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.4 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45K | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.5 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.6 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20766 | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.7 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20769 | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.8 | 8 | StorageTek LTO Tape Drive: 1HP LTO6 8GB FC for StorageTek SL3000 | | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.9 | 8 | StorageTek LTO6 dual port conversation kit for StorageTek SL8500 and SL3000 | | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.10 | 1 | StorageTek SL3000 X-Option, Drive Array (DA) | 571000200767 | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 1.11 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 2- Licenses and Subscription | | | | | | |
| 2.1 | 4 | Licenses and Software for Oracle SAM FS Oracle SAM FS, Storage Archive Manager, unlimited, Processor Perpetual - Oracle Software Update License and Support | | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 2.3 | 8 | Licenses and Software for Oracle QFS Oracle (Sun) QFS Client, Server Perpetual - Oracle Software Update License and Support | | 01/04/2025 | 31/03/2026 | 7x24x4 |
| 2.4 | 8 | Licenses and Software for Oracle Solaris Cluster Enterprise Edition (for 2.3 and 2.4) Oracle Solaris Cluster Enterprise Edition, Processor Perpetual - Oracle Software Update License and Support | | 01/04/2025 | 31/03/2026 | 7x24x4 |
| | | | | | | |

RFP 2024-0183/RICKARD
Maintenance Services for CTBTO STORAGE SYSTEM
APPENDIX II to the TOR - 2026 - 2027

| No. | Qty. | Item | Serial No. | Start Date | End Date | Servicelevel |
|-----------------------------------|------|--|--------------------|------------|------------|--------------|
| 1-Tape Library | | | | | | |
| 1.1 | 1 | SUN StorageTek SL3000 Base module (SL3000K-BM2-700-Z) incl.2xCEM SL3000 left Access Expansion Module SL3000 right Access Expansion Module StorageTek SL3000 X-Option, Drive Array (DA) (XSL3000-DRVARY-Z-N) | 571000200767 | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.2 | 1 | StorageTek SL3000 dual FC control card | PUA298001430 | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.3 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45J | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.4 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45K | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.5 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.6 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20766 | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.7 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20769 | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.8 | 8 | StorageTek LTO Tape Drive: 1HP LTO6 8GB FC for StorageTek SL3000 | | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.9 | 8 | StorageTek LTO6 dual port conversation kit for StorageTek SL8500 and SL3000 | | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.10 | 1 | StorageTek SL3000 X-Option, Drive Array (DA) | 571000200767 | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 1.11 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 2- Licenses and Subscption | | | | | | |
| 2.1 | 4 | Licenses and Software for Oracle SAM FS Oracle SAM FS, Storage Archive Manager, unlimited, Processor Perpetual - Oracle Software Update License and Support | | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 2.2 | 8 | Licenses and Software for Oracle QFS Oracle (Sun) QFS Client, Server Perpetual - Oracle Software Update License and Support | | 01/04/2026 | 31/03/2027 | 7x24x4 |
| 2.3 | 8 | Licenses and Software for Oracle Solaris Cluster Enterprise Edition (for 2.3 and 2.4) Oracle Solaris Cluster Enterprise Edition, Processor Perpetual - Oracle Software Update License and Support | | 01/04/2026 | 31/03/2027 | 7x24x4 |
| | | | | | | |

RFP 2024-0183/RICKARD
Maintenance Services for CTBTO STORAGE SYSTEM
APPENDIX III to the TOR - 2027 - 2028

| No. | Qty. | Item | Serial No. | Start Date | End Date | Servicelevel |
|-----------------------------------|------|--|--------------------|------------|------------|--------------|
| 1-Tape Library | | | | | | |
| 1.1 | 1 | SUN StorageTek SL3000 Base module (SL3000K-BM2-700-Z) incl.2xCEM SL3000 left Access Expansion Module SL3000 right Access Expansion Module StorageTek SL3000 X-Option, Drive Array (DA) (XSL3000-DRVARY-Z-N) | 571000200767 | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.2 | 1 | StorageTek SL3000 dual FC control card | PUA298001430 | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.3 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45J | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.4 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45K | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.5 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.6 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20766 | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.7 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20769 | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.8 | 8 | StorageTek LTO Tape Drive: 1HP LTO6 8GB FC for StorageTek SL3000 | | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.9 | 8 | StorageTek LTO6 dual port conversation kit for StorageTek SL8500 and SL3000 | | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.10 | 1 | StorageTek SL3000 X-Option, Drive Array (DA) | 571000200767 | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 1.11 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 2- Licenses and Subscption | | | | | | |
| 2.1 | 4 | Licenses and Software for Oracle SAM FS Oracle SAM FS, Storage Archive Manager, unlimited, Processor Perpetual - Oracle Software Update License and Support | | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 2.2 | 8 | Licenses and Software for Oracle QFS Oracle (Sun) QFS Client, Server Perpetual - Oracle Software Update License and Support | | 01/04/2027 | 31/03/2028 | 7x24x4 |
| 2.3 | 8 | Licenses and Software for Oracle Solaris Cluster Enterprise Edition (for 2.3 and 2.4) Oracle Solaris Cluster Enterprise Edition, Processor Perpetual - Oracle Software Update License and Support | | 01/04/2027 | 31/03/2028 | 7x24x4 |
| | | | | | | |

RFP 2024-0183/RICKARD
Maintenance Services for CTBTO STORAGE SYSTEM
APPENDIX IV to the TOR - 2028 - 2029

| No. | Qty. | Item | Serial No. | Start Date | End Date | Servicelevel |
|-----------------------------------|------|--|--------------------|------------|------------|--------------|
| 1-Tape Library | | | | | | |
| 1.1 | 1 | SUN StorageTek SL3000 Base module (SL3000K-BM2-700-Z) incl.2xCEM SL3000 left Access Expansion Module SL3000 right Access Expansion Module StorageTek SL3000 X-Option, Drive Array (DA) (XSL3000-DRVARY-Z-N) | 571000200767 | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.2 | 1 | StorageTek SL3000 dual FC control card | PUA298001430 | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.3 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45J | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.4 | 1 | SPARC S7-2 server:base with 1 SPARC S7 8-core 4.27 GHz processor | 1803NNT45K | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.5 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.6 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20766 | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.7 | 1 | StorageTek T10000 Tape Drive: 1 T10000D 16GB FC for StorageTek SL3000 | 464970G+1550L20769 | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.8 | 8 | StorageTek LTO Tape Drive: 1HP LTO6 8GB FC for StorageTek SL3000 | | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.9 | 8 | StorageTek LTO6 dual port conversation kit for StorageTek SL8500 and SL3000 | | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.10 | 1 | StorageTek SL3000 X-Option, Drive Array (DA) | 571000200767 | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 1.11 | 1 | StorageTek SL3000 X-Option, 500 Cartridge Slot Upgrade | 104685GU000137 | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 2- Licenses and Subscption | | | | | | |
| 2.1 | 4 | Licenses and Software for Oracle SAM FS Oracle SAM FS, Storage Archive Manager, unlimited, Processor Perpetual - Oracle Software Update License and Support | | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 2.2 | 8 | Licenses and Software for Oracle QFS Oracle (Sun) QFS Client, Server Perpetual - Oracle Software Update License and Support | | 01/04/2028 | 31/03/2029 | 7x24x4 |
| 2.3 | 8 | Licenses and Software for Oracle Solaris Cluster Enterprise Edition (for 2.3 and 2.4) Oracle Solaris Cluster Enterprise Edition, Processor Perpetual - Oracle Software Update License and Support | | 01/04/2028 | 31/03/2029 | 7x24x4 |
| | | | | | | |

MODEL CONTRACT

(SAP No. ____)

between

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

and

(INSERT NAME OF THE CONTRACTOR)

for

the provision of services pertaining to
MAINTENANCE SERVICES FOR THE CTBTO STORAGE SYSTEM
FOR THE PERIOD 2025-2029

This Contract comprises this cover page, 11 (eleven) pages of text (including a table of contents and a signatories page), and 3 (three) Annexes (A to C)

October 2024

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[TO BE UPDATED ONCE SPECIFIC CONTRACT IS PREPARED]

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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 the Vienna International Centre, Wagramer Strasse 5, 1400 Vienna, Austria, and [NAME OF CONTRACTOR] (hereinafter referred to as the “Contractor”), having its registered office located at [ADDRESS OF CONTRACTOR] (both are hereinafter individually referred to as a “Party” and collectively as the “Parties”).

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

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

“**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 services, namely, “*Maintenance Services for the CTBTO Storage System*” (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

- (a) The Contractor shall commence the Services on the dates set forth in Appendix I of Annex B.
- (b) The Commission shall have the option, but not the obligation, and subject to the availability of funds, to extend the provision of the Services for the time periods set forth in Appendix II, III, and IV of Annex B. The Services so extended shall be provided, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about the extension of the Services at least one (1) month prior to the first completion date of the Services specified in Appendix II, III, or IV, as applicable for each extension. The optional extension(s) will be implemented through a written notification to the Contractor by the Commission.

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 Annexes B and 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) Subject to Clause 12(a) below, the Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract:

- (i) a firm fixed price of [EURO or USD] for the annual Services specified in Appendix I of Annex B;
- (ii) subject to Clause 4(b), a firm fixed price of [EURO or USD] for the annual Services specified in Appendix II of Annex B;
- (iii) subject to Clause 4(b), a firm fixed price of [EURO or USD] for the annual Services specified in Appendix III of Annex B;
- (iv) subject to Clause 4(b), a firm fixed price of [EURO or USD] for the annual Services specified in Appendix IV of Annex B;

thus, subject to Clause 4(b), a maximum total firm fixed price of [EURO or USD] (hereinafter referred to as the “Contract Price”).

- (b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.
- (c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.
- (d) **[PLEASE IDENTIFY WHETHER TAXES ARE APPLICABLE UNDER THIS CONTRACT AND SELECT ONE OF THE FOLLOWING OPTIONS AT THE TIME OF AWARD]:**

The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 12(e) below.

OR

No Taxes are applicable under this Contract.

12. PAYMENT

- (a) The annual Services shall be paid in arrears on quarterly basis. In accordance with Section 7 of Annex B, the Commission shall have the right to apply to the Contractor and deduct from the quarterly payments, a penalty of 0.5% (half of a percent) of the total value of the Contract per event of breach, for any breach of the service levels defined in Annex B. The cumulative total of penalties for failure to meet the quality of services shall not exceed 3% of the total value of the Contract.
- (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 in 1 (one) original and 2 (two) copies or 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.

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

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

13. TEMPORARY SUSPENSION OF WORK

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

14. DELAYS AND EXTENSION OF TIME

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

15. CONTRACTOR’S CLAIMS AND REMEDIES

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

16. ENTIRE AGREEMENT

This Contract represents the final agreement in respect of the 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) The Commission’s General Conditions of Contract (Annex A);
- (iii) The Commission’s Terms of Reference (Annex B);
- (iv) The 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 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:

E-mail: Payments@ctbto.org

- (b) The Contractor

Name:

Address:

Tel:

Email:

22. EFFECTIVENESS

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

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

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

[Name and Position]

Date: _____

Place: Vienna, Austria.

For and on behalf of **[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

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.

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>