

REQUEST FOR PROPOSAL

AN/E

SB

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0184/RICKARD
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Date: 17 Oct 24

Fax:

Email:

Subject: Review and Upgrade of the Data Center Electrical Installations and monitoring

Deadline for Submission: 4 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

Solicitation No: 2024-0184	Closing Date: 4 Nov 24
Title: Review and Upgrade of the Data Center Electrical Installations and monitoring	Vienna Local Time: 17:00

Procurement Staff: Adam Neil Rickard

CTBTO Req. No.: 0010025375

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

WITHIN FIVE (5) DAYS

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

by email to
procurement@ctbto.org

A: We shall submit our proposal

By: _____
(date)

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

B: We may submit and will advise

By: _____
(date)

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

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

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

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

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

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

This Request for Proposal (RFP) is for the provision of services as described in the Terms of Reference for “**CTBTO Computer Centre electrical installation and monitoring review and upgrade**” (hereinafter referred to as the “Works”).

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 Bids, including the Bidder’s Statement and the following attachments:
 - Attachment 1: Procedure for Submission of Electronic Offers in 2 sealed files;
 - Attachment 2: Evaluation Criteria and Method;
 - Attachment 3: Technical Compliance Matrix; and
 - Attachment 4: Financial Bid - Price Schedule Form.
3. Vendor Profile Form;
4. Statement of Confirmation;
5. List of CTBT State Signatories available at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#) and incorporated hereby by reference;
6. The Commission’s Model Contract and its Annexes:
 - 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;
 - Annex B: The Commission’s Terms of Reference.

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

3. Mandatory Site Visit

- (a) Interested bidders shall participate in a **mandatory site visit** to the **Vienna International Centre, Wagramer Straße 5, 1400 Vienna**.
- (b) The site visit will take place on **25 October 2024 at 10:00hrs Vienna Time**. The Commission will inform the registered participants of any special access instructions.

(c) The purpose of the site visit shall be to allow prospective bidders to acquaint themselves with the work site, confirm/clarify RFP requirements, and thus facilitate the preparation of proposals. The following shall apply:

- Prospective bidders shall advise their wish to attend the site visit by returning the attached form to procurement@cbto.org as soon as possible, but not later than 12h00 (noon) on 24 October 2024.
- The Commission, at its sole discretion, will provide a registration confirmation, which shall be required for participation in the site visit. Only confirmed participants will be pre-announced and granted access to the site visit.
- A maximum of 3 participants per supplier shall be permitted.
- Only physical attendance is allowed.
- Each participant shall be required to sign an attendance record. Their individual identity will be verified against a photo identification document.
- Participants shall follow all the relevant security and safety instructions for accessing and visiting the site as appropriate.
- Bidders shall not take photos or make voice/video recordings during the site visit.
- Participants shall behave in a professional manner and adhere to the highest ethical standards.
- The site visit will be conducted in the English language.
- Bidders shall bear all costs associated with attending the site visit; the Commission will not be responsible or liable for these costs, regardless of the conduct or outcome of the RFP.
- It is the bidder's sole responsibility to obtain and bear the costs related to visa or similar for the participants to the site visit (if applicable). The Commission will make no effort nor accept any responsibility for obtaining such visa or similar requirement.
- Following the site visit, no bidder shall contact directly any Commission's staff on any matter relating to this procurement process. Any request for clarifications shall be submitted exclusively to in accordance with Section 7 "Request for Clarifications and Contacting the Commission".

Participation in the site visit is mandatory to be eligible to bid for this RFP.

4. Amendment of RFP Documents

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

5. Language of the Proposal

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

6. Format and Submission of the Proposal

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

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

Proposals not submitted as electronically sealed proposal as indicated above and following the instructions outlined in Attachment 1 and in accordance with this ITB 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.

7. 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 **ten (10) 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 2024-0184/RICKARD - Request for Clarifications

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

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

8. 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.

9. Type of Contract and Payment

The Commission intends to conclude firm fixed unit prices Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 13 of the attached Model Contract.

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

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

10. 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.

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.

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

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

Description of Works

The technical Proposal shall follow the table of contents and compliance matrix provided in **Attachment 3**, including an explanation of the bidder’s understanding of the Works to be provided and an overall preliminary operational plan for the execution of the Works.

Specifications

The Proposal shall include a detailed description of the items proposed and include relevant technical literature.

The Proposal shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications.

Commission’s Inputs

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

Overall timeline of the Works

The Proposal shall indicate the overall timeline of the completion of the Works, providing a breakdown of the timeline per task.

Qualifications

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

Personnel

Curriculum vitae of key personnel proposed for this contract, including technical experience to perform the Work.

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

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

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.

Sub-Contractors

Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted services. The Proposal shall provide a statement that your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBTO Member States.

Insurance

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

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 Works, 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.

11. 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.

12. 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.

13. 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.

14. 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 Work, as applicable, and as specified in this RFP documents, or in any combination as its sole discretion.

15. 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.

16. 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.

17. 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.

18. Costs of preparation and submission of the Proposal

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

19. Proprietary Information

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

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:

STATEMENT OF CONFIRMATION

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

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

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

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

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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

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

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

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

MODEL CONTRACT

(Shopping Cart No.)
(SAP No.)

between

THE PREPARATORY COMMISSION

FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

ORGANIZATION

and

THE NAME OF THE CONTRACTOR

for

the provision of services pertaining to

**CTBTO COMPUTER CENTER ELECTRICAL INSTALLATION AND
MONITORING REVIEW AND UPGRADE**

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

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 THE CONTRACTOR] (hereinafter referred to as the “Contractor”), having its registered office located at _____ [address] (both hereinafter individually referred to as the “Party” and collectively as the “Parties”).

The Parties hereto mutually agree as follows:

1 DEFINITIONS

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

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

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

“**Annex C**” means the Contractor’s Proposal dated [XXX].

“**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 21 (Contract Amendment) 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.

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

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

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

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

“**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.

“**Work Orders (‘WO’)**” mean orders issued by the Commission which specify the (parts or portions of) Work to be performed by the Contractor upon request by the Commission in accordance with Annexes B and C.

2 AIM OF THE CONTRACT

The aim of this Contract is to provide Goods and Services namely, the Computer Center electrical installation and monitoring review upgrade and related maintenance on a call-off basis (hereinafter referred to as the “Services” or “Work”) to the Commission.

3 ENTRY INTO FORCE AND DURATION OF THE CONTRACT

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

4 COMMENCEMENT AND COMPLETION OF THE WORK

- (i) Regarding the firm Work within the meaning of Section 3.1 to Section 3.4 of Annex B, the Contractor shall complete the Work within four (4) months from the Effective Date.
- (ii) Regarding the optional Services within the meaning of Section 3.5 for annual inspections and Section 3.6 for the upgrade of the monitoring system, the Commission shall have the right, but not obligation, to call-off the Work in the form of WO within a period of thirty-six (36) months from the completion of the firm Work in Clause 4 (i) (hereinafter referred to as the “**Call-off Period**”). The commencement and completion date for the performance of the Work (hereinafter referred to as “**Commencement Date**” and “**Completion Date**”, respectively) will be set out in the respective WO.

5 STANDARD OF WORK

The Contractor shall perform the Work in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

6 RESPONSIBILITIES OF THE CONTRACTOR

- (a) The Contractor shall provide the Work described in Annexes B and C.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work 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 ORGANISATION OF CONTRACT IMPLEMENTATION

- (a) For the Work referred to in Clause 4(ii) above, during the Call-off Period, the Commission has the right, but not the obligation, to initiate performance of the Work through the issuance of individual WOs based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Work if not requested by the Commission through an WO. However, the Contractor may propose a WO for the Commission's evaluation.
- (b) The WO issued by the Commission shall be the basis for acceptance, invoicing and payment of any Work performed by the Contractor.
- (c) The performance of the Work shall be made in full in accordance with the respective WO. Partial service performance of a WO will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The Work shall be performed at the place and within the approved Work Plan specified in the relevant WO.
- (e) The Commission may revise a WO as and when it may deem necessary.

8 WARRANTY

- (a) The provisions of Clause 33 of Annex A shall apply to the Work performed by the Contractor.
- (b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of the Contractor.

9 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. This shall include, but not be limited to, work permits, visa, or similar.
- (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.

10 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.

11 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 Work is 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 Work.

12 CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, as follows:

(i) For the firm Work referred to in Clause 4(i) above, the firm fixed price of [insert firm fixed price amount in numbers and letter];

(ii) For each WO issued during the Call-off Period, the firm fixed unit prices pursuant to Annex C for the Work specified in Clause 4(ii) above;

(hereinafter referred to as the “**Contract Price**”).

(b) The firm fixed unit prices set out in Annex C shall be held fixed for the entire duration of the Contract.

(c) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).

(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 13(e) below.

OR

No Taxes are applicable under this Contract.

13 PAYMENT

(a) The Contract Price shall be paid upon satisfactory completion of the firm Work and if applicable, satisfactory completion of each WO and submission of the following:

i) Invoice drawn up in accordance with this Clause 13;

ii) Any other documentation that might be required under the applicable WO.

(b) The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per Sub-Clause (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.

(c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.

(d) The Contractor shall submit an invoice electronically, from the Contractor’s official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission’s email address specified in Clause 22 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 12 (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.

14 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.

15 DELAYS AND EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 21 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 15(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.

16 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.

17 ENTIRE AGREEMENT

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

18 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);
- (v) The relevant WO.

19 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.

20 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.

21 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 Parties.

22 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:

Payments@ctbto.org

- (b) The Contractor:

*Name:
Title
Address
Tel:
Email:*

23 EFFECTIVENESS

- (a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iv) if by electronic communication, when retrievable by the Commission in document form.
- (b) A communication given under Clause 23(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 **[REGISTERED NAME OF THE 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

TERMS OF REFERENCE

FOR CTBTO COMPUTER CENTER ELECTRICAL INSTALLATION AND MONITORING REVIEW AND
UPGRADE

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4. REQUIREMENTS FOR THE CONTRACTOR	6
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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 (hereinafter referred to as the “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 stations worldwide, a communications system, an International Data Centre (IDC), and on-site inspections to monitor compliance.

The Headquarters of the Preparatory Commission is in Vienna (Vienna International Centre of United Nations) Austria. More information can be found under www.ctbto.org

One fundamental task of the IDC is to provide States Parties with equal, open, timely and convenient access to agreed products and services to support their national CTBT verification requirements. To meet this task, the IDC performs a large fraction of the computationally intensive technical work required by most States Parties.

The CTBTO computer center environment is highly dynamic. IT systems have been added or upgraded almost continuously leading to IT loads not being well balanced across the power phases which can limit power capacity throughout the power path that can impact IT operations.

2. SCOPE OF WORK

To enable the Commission to perform its operations with a high degree of safe, reliable, and efficient operating condition, the Commission seeks to select a Contractor to provide services and products regarding the data center electrical distribution installation review and monitoring, according to the Austrian Electrical Norms and Regulations OVE E 8101/ IEC Standards in the latest valid version.

The Contractor shall complete an audit review of the current functionality and status of the electrical components and provide a plan to address any deficiencies observed in the electrical components (hereinafter referred to as the “Works”).

If so requested by the Commission, the Contractor shall also design, plan and install a monitoring system for the electricity in the datacenter for UPS, power rails and connection boxes to replace the existing monitoring system (hereinafter referred to as the “Optional Works”).

Background to the Data Center Electrical System

The current CTBTO PTS Data Center facility is about 250sq.m., in building C-1 of the Vienna International Centre (VIC). Power distribution in the facility is based on busbar rails fed from two 240kVA Benning enertonic modular UPS Systems A and B located in building C-3. The two UPS systems are fed from the main distribution network in C-3, consisting of the supply from the transformer station and the emergency supply via generators.

In C-1 there are 3 sub-distribution boards, supplied by UPS A and UPS B. From the sub-distribution boards are busbar rails installed on the raised floor of the data center. UPS A supplies and feeds 6 power rails, while UPS system B supplies and feeds 7 power rails. There are 13 Canalis KS 100A

busbars rails in total. The power consumers (Servers, etc.) in rack cabinets usually have two (2) power supplies, which usually come from two (2) different power rails.

Various single and three phase Tap-Off Boxes of 16A to 32A are used to draw power from the power rails to supply rack cabinets with the required energy.

Background to the Monitoring System

The current power busbar monitoring infrastructure is composed of Siemens Sentron and sensors. The sensors are connected to power rails, feeding data into the WinCC system through communication protocols Modbus RTU and Profibus DP. A visualization system built on WinCC EMC (Energy Management Control) provides a centralized and graphical interface to track, analyze, and manage the power rails in real time.

Data collected includes voltage levels, current, frequency, and fault indicators, which are aggregated and visualized in the WinCC interface.

3. TECHNICAL REQUIREMENTS

Requirement	Description
3.1	Perform an assessment of all the electrical distribution components, from the distribution panels to the racks, including all active and passive equipment on the path, including, but not limited to, Power rails, circuit breakers, power boxes, and fuses.
3.2	Measure and review the current load sharing between UPS A and UPS B, and load sharing between phases.
3.3	Propose a plan to correct, repair, and replace any electrical components that are not in a “good working condition” or reposition components to accessible positions upon coordinated written approval from the CTBTO technical team. The plan shall be reviewed by the Commission together with the Contractor to demonstrate that the proposed plan addresses all issues. The final plan shall be documented by the Contractor is an acceptance protocol that shall be signed by the Commission. “Good working condition” shall be defined as equipment performing all functions as prescribed in the manufacturer's published specifications for such equipment as originally manufactured and free of all known defects in compliance with relevant EU and Austrian regulations and standards.
3.4	Implement and action the applicable corrections, repairs, replacements, or repositioning of any electrical components, in accordance with the agreed plan.
Optional requirements The following Optional requirements shall be implemented only if requested in writing by the Commission and at its sole discretion, in the form of a Work Order (WO) in accordance with the Contract.	
Optional Item 3.5	Maximum three (3) annual inspections of the electrical installations (referred to in Section 3.1 – 3.4 of this ToR) starting twelve (12) months after implementation of item 3.4. If so required by the Commission, the annual inspections shall be called off annually on a one-by-one basis.

<p>3.6 Optional Item</p>	<p>The Contractor shall:</p> <ol style="list-style-type: none"> 1. Produce a design and planning proposal, for review and written approval by the Commission, a monitoring system of the electricity in the datacenter for UPS, power rails and connection boxes to replace the existing monitoring system that is no longer under support (hereinafter referred to as the "Monitoring System"). <p>The Monitoring System shall have real time and historic power values (current, voltage etc.), visualization and alert by SMS when a failure occurs, or an agreed threshold of electrical values is exceeded on the components (UPS, power bus bars and connection boxes).</p> <p>These measured values shall be called up and saved locally via a display and the network.</p> <p>Power failures, voltage fluctuation and overloads shall be reported via SNMP (Simple Network Management Protocol), by e-mail and by SMS to the designated administrators.</p> <ol style="list-style-type: none"> 2. Provide acceptance test plans for the thorough testing of the proposed Monitoring System. 3. Following written approval by the Commission, install the Monitoring System at the Vienna Internation Centre, Austria, including all required hardware, software, and licenses necessary for the full required functionality of the Monitoring System, as described in 3.6.1. 4. Provide full and detailed documentation of the installed Monitoring System that shall allow the Commission to understand the installed monitoring system layout and allow for more informed decision-making regarding managing and operating the system including but not limited to planning upgrades or changes. 5. Following the installation of the Monitoring System, implement the agreed testing plan, in collaboration with the Commission's specialists, on the agreed Monitoring System, and offer a one-time training on the overall workflow and operation of the Monitoring System. 6. Upon the successful completion of the acceptance tests, the Commission's specialist will sign the acceptance document provided by the Contractor. 7. Provide a minimum of one (1) year technical support to address, analyze and fix any technical glitches (on site or remotely) with the Monitoring System. 8. Supply the proposed Monitoring System with a minimum of two (2) years manufacturer warranty coverage.
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4. REQUIREMENTS FOR THE CONTRACTOR AND KEY PERSONNEL

- 4.1. The Contractor shall have at least three (3) years of proven expertise in delivery, installing, and commissioning similar electrical distribution systems. References to be provided.
- 4.2. Key technical personnel assigned to the work shall have at least three (3) years of experience in installing electrical distribution systems and any other materials or equipment proposed by the Contractor.
- 4.3. Technical personnel assigned to the work shall be able to communicate in English.

5. RISK MANAGEMENT

- 5.1. The Contractor shall provide a thorough risk assessment plan at the commencement of the Works 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 should be consistently updated, aligning with the delivery of project milestones or significant accomplishments.
- 5.2. Upon the satisfactory completion of the Works, the Contractor shall conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize shall 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 hardware and software endeavors.
- 5.3. In the event the Commission requires the Contractor to perform the optional works, the Contractor shall perform the same tasks in Sections 5.1 and 5.2 of these Terms of Reference for the Optional requirements.

6. DELIVERY AND INSTALLATION

- 6.1. The Contractor shall deliver products and services to the Commission Headquarters in the Vienna International Centre, Vienna, Austria in the time frames and manner specified in this document below under 6.3 and 6.4.
- 6.2. Any changes to existing systems shall be done in coordination with, and only upon written approval of, the Commission's technical team.
- 6.3. The Works shall start by means of a kick-off meeting no later than two (2) weeks after entry into force of the contract. The Commission may, at its sole discretion, order optional items referred to in Sections 3.5 and 3.6 above within a period of thirty-six (36) from the completion of the firm Works.
- 6.4. The overall timeframe planned is four (4) months to complete the firm Works referred to in Sections 3.1 to 3.4 above.
- 6.5. The licenses (specified under 3.6) shall be delivered electronically to an email address provided by the Commission.

7. REPORTING AND COMMUNICATIONS

- 7.1. The Contractor shall appoint a Project Manager, who shall be responsible for overall communication and reporting directly to the Commission during the completion of the Works.
- 7.2. The Project Manager shall arrange for regularly scheduled meetings (at least weekly) with the Commission's specialists to provide status updates on the progress of the Works and issue resolution.
- 7.3. The Project Manager shall have a minimum of two (2) years of experience managing similar or like Works as described in these Terms of Reference.
- 7.4. All communications with the Commission shall be in the English language.

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.

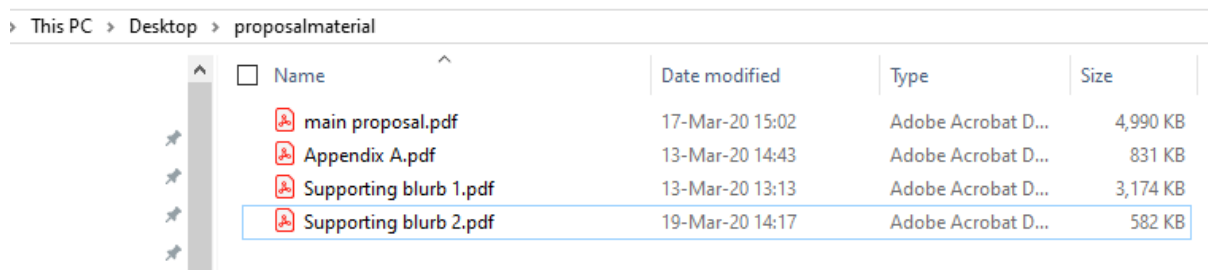


Figure 1 An example set of files to be submitted

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.

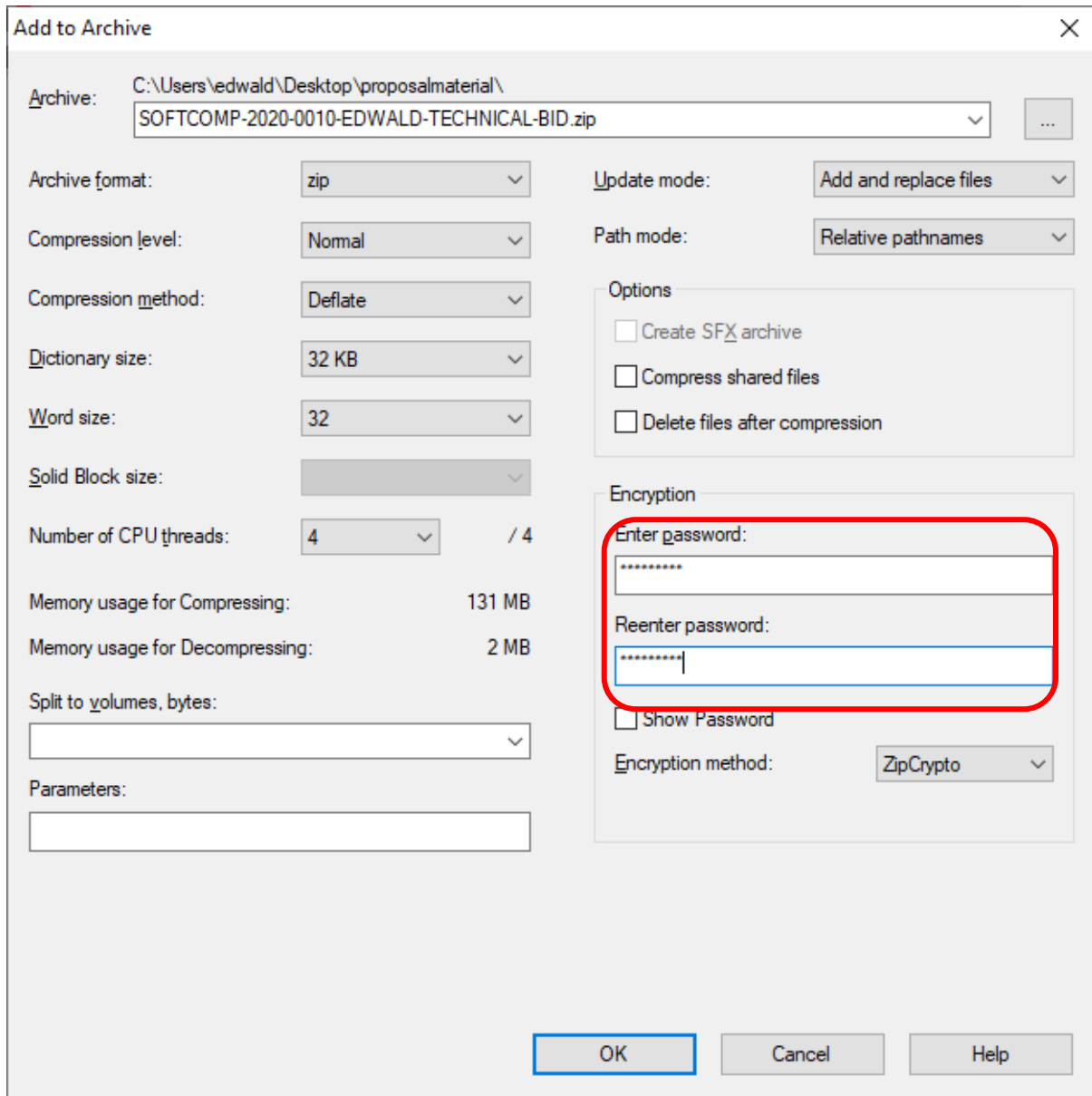


Figure 2 Creating an Archive

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.)

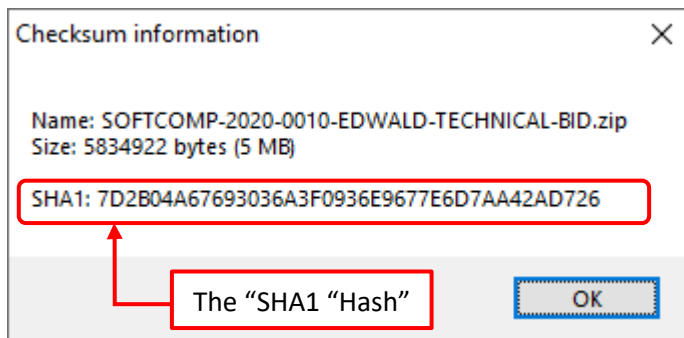


Figure 3 SHA1

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 2024-0184/RICKARD
CTBTO COMPUTER CENTER ELECTRICAL INSTALLATION AND MONITORING REVIEW AND UPGRADE
ATTACHMENT 2 - EVALUATION CRITERIA AND METHOD

STAGE 1: MANDATORY Requirements (PASS/FAIL)

TOR Ref	Criteria	PASS/FAIL
4	The Contractor's key technical personnel assigned to the work have at least (3) years in delivery, installing and commissioning similar electrical distribution systems.	
4	The Contractor provided three (3) reference customers for similar projects.	
4	The Contractor provide sufficient evidence that the technical personnel assigned to the work shall be able to communicate in English.	
7	The Contractor shall appoint a Project Manager with a minimum two (2) years of experience managing similar or like Works as described in these Terms of Reference.	

STAGE 2: WEIGHTED CRITERIA

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

ToR Ref	Technical Evaluation	Max points	Factor	Weighted score
	Quality of the Proposal	10		15
3, 5 & 6	Extent to which all aspects of the TOR have been addressed in sufficient detail and clarity.	5	2	10
3, 5 & 6	Understanding of the scope of work and the responsibilities of the Contractor.	5	1	5
	Requirements of the Proposed Solution	35		55
3.1 - 3.4	Extent of the proposed solution to review, measure and propose a plan to correct, repair or replace components as needed.	5	2	10
6	Delivery and installation timeline.	5	1	5
3.5	Maximum three (3) annual inspections of the electrical installations are offered.	5	1.5	7.5
3.6.1	The proposed monitoring solution includes a description of the tasks. Including test plans and documentation of the installed solution.	5	1.5	7.5
3.6.5 & 3.6.7	The proposed monitoring solution includes a minimum of one-year technical support as well as one-time training.	5	1	5
3.6.1	The proposed monitoring solution can provide real time and historic power values of current and voltage as well as visualizations and alert by SMS and email.	5	2	10
3.6.3	The proposed monitoring solution includes all required hardware, software, and licenses.	5	2	10
	Total	45		70

The minimum acceptable points score is 27 or a Total Weighted Score of 42.

EVALUATION METHOD:

1. Technical Evaluation:

The technical evaluation process will be done in two stages:

1) **Stage 1:** Technical proposals will first be evaluated against the mandatory requirements outlined in section 1 above, on a PASS/FAIL basis. Compliance with all mandatory requirements is required in order to pass stage 1 of the technical evaluation and to be further considered for stage 2 of the evaluation process.

2) **Stage 2:** The technical proposals that have passed stage 1 of the technical evaluation process will be evaluated against the weighted criteria set forth in the evaluation matrix above. In order to pass this stage, bidders must obtain a minimum of 27 points or a Total Weighted Score of at least 42, and in accordance with the scoring table indicated below:

TABLE 2

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

2. Financial and commercial evaluation

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

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

Legend:

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

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

MINIMUM CONTENT OF TECHNICAL PROPOSAL AND TECHNICAL COMPLIANCE MATRIX

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CTBTO COMPUTER CENTER ELECTRICAL INSTALLATION AND MONITORING REVIEW AND UPGRADE

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

Ref No. of ToR	Requirements <i>A section-by-section response to each section of the Terms of Reference is included in the Proposal</i>	Compliance		Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal
		Yes	No	
2	Scope of work and its understanding, including completing all works according to the Austrian Electrical Norms and Regulations OVE E 8101/ IEC Standards in the latest valid version			
3.1	Perform an assessment of all the electrical distribution components, from the distribution panels to the racks, including all active and passive equipment on the path, including, but not limited to, Power rails, circuit breakers, power boxes, and fuses.			
3.2	Measure and review the current load sharing between UPS A and UPS B, and load sharing between phases.			
3.3	Propose a plan to correct, repair, and replace any electrical components that are not in a “good working condition” or reposition components to accessible positions upon			

	coordinated written approval from the CTBTO technical team.			
3.4	Implement and action the applicable corrections, repairs, replacements, or repositioning of any electrical components, in accordance with the agreed plan.			
3.5	Optional - Propose an option for maximum three (3) annual inspections of the electrical installations (referred to in Section 3.1 – 3.4 of this ToR) starting twelve (12) months after implementation.			
3.6	<p>Optional - The Contractor shall:</p> <ol style="list-style-type: none"> 1. Produce a design and planning proposal, for review and written approval by the Commission, a monitoring system of the electricity in the datacenter for UPS, power rails and connection boxes to replace the existing monitoring system that is no longer under support (hereinafter referred to as the “Monitoring System”). <p>The Monitoring System shall have real time and historic power values (current, voltage etc.), visualization and alert by SMS when a failure occurs, or an agreed threshold of electrical values is exceeded on the components (UPS, power bus bars and connection boxes).</p> <p>These measured values shall be called up and saved locally via a display and the network.</p> <p>Power failures, voltage fluctuation and overloads shall be reported via SNMP (Simple Network Management Protocol), by e-mail and by SMS to the designated administrators.</p> <ol style="list-style-type: none"> 2. Provide acceptance test plans for the thorough testing of the proposed Monitoring System. 3. Following written approval by the 			

	<p>Commission, install the Monitoring System at the Vienna Internation Centre, Austria, including all required hardware, software, and licenses necessary for the full required functionality of the Monitoring System, as described in 3.6.1.</p> <p>4. Provide full and detailed documentation of the installed Monitoring System that shall allow the Commission to understand the installed monitoring system layout and allow for more informed decision-making regarding managing and operating the system including but not limited to planning upgrades or changes.</p> <p>5. Following the installation of the Monitoring System, implement the agreed testing plan, in collaboration with the Commission’s specialists, on the agreed Monitoring System, and offer a one-time training on the overall workflow and operation of the Monitoring System.</p> <p>6. Upon the successful completion of the acceptance tests, the Commission’s specialist will sign the acceptance document provided by the Contractor.</p> <p>7. Provide a minimum of one (1) year technical support to address, analyze and fix any technical glitches (on site or remotely) with the Monitoring System.</p> <p>8. Supply the proposed Monitoring System with a minimum of two (2) years manufacturer warranty coverage.</p>			
4.1	<p>The Contractor shall have at least three (3) years of proven expertise in delivery, installing, and commissioning similar electrical distribution systems. References to be provided.</p>			
4.2	<p>Technical personnel assigned to the work</p>			

	shall have at least three (3) years of experience in installing electrical distribution systems and any other materials or equipment proposed by the Contractor.			
4.3	Technical personnel assigned to the work shall be able to communicate in English.			
5.	Risk Management			
6.1.	The Contractor shall deliver products and services to the Commission Headquarters in the Vienna International Centre, Vienna, Austria in the time frames and manner specified in this document below under 6.3 and 6.4.			
6.2.	Any changes to existing systems shall be done in coordination with, and only upon written approval of, the Commission's technical team.			
6.3.	The Works shall start by means of a kick-off meeting no later than two (2) weeks after contract signature.			
6.4.	The overall timeframe planned is four (4) months to complete the Works. Please provide the breakdown of timeline per task.			
6.5.	The licenses (specified under 3.6) shall be delivered electronically to an email address provided by the Commission.			
7.1.	The Contractor shall appoint a Project Manager, who shall be responsible for overall communication and reporting directly to the Commission during the completion of the Works.			
7.2.	The Project Manager shall arrange for regularly scheduled meetings (at least weekly) with the Commission's specialists to provide status updates on the progress of the Works and issue resolution.			

7.3.	The Project Manager shall have a minimum of two (2) years of experience managing similar or like Works as described in these Terms of Reference.			
7.4.	All communications with the Commission shall be in the English language.			

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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.

ToR #	Item	Description	Unit	Quantity	Unit Price (EUR or USD)	Total Price (EUR or USD)	Comments or explanations
3.1	Assessment of electrical distribution components	Perform an assessment of all the electrical distribution components, from the distribution panels to the racks, including all active and passive equipment on the path, including, but not limited to, Power rails, circuit breakers, power boxes, and fuses.	Lump Sum	1		0.00	
3.2	Review current load sharing	Measure and review the current load sharing between UPS A and UPS B, and load sharing between phases.	Lump Sum	1		0.00	
3.3	Plan for corrective actions	Propose a plan to correct, repair, and replace any electrical components that are not in a 'good working condition' or reposition components to accessible positions upon coordinated written approval from the CTBTO technical team.	Lump Sum	1		0.00	
3.4	Implement actions	Implement and action the applicable corrections, repairs, replacements, or repositioning of any electrical components, in accordance with the agreed plan.	Lump Sum	1		0.00	
Other	Other	Please add any additional applicable items as appropriate	Unit	Quantity	Price	Price	
Other	Other	Please add any additional applicable items, as appropriate	Unit	Quantity	Price	Price	
Total Price in EUR or USD (DAP, door-to-door, excluding taxes**)							

ToR #	(OPTIONAL) Items	Description	Unit	Quantity	Unit Price (EUR or USD)	Total Price (EUR or USD)	Comments or explanations
3.5	(Optional) Annual inspections of electrical installations (3.1 -3.4)	Propose an option for three (3) annual inspections of the electrical installations starting twelve (12) months after implementation.	Per Inspection	3		0.00	
3.6.1	(Optional) Design and planning of monitoring system	Produce a design and planning proposal for a monitoring system of the electricity in the datacenter for UPS, power rails and connection boxes to replace the existing monitoring system that is no longer under support.	Lump Sum	1		0.00	
3.6.3	(Optional) Installation of monitoring system	Install the Monitoring System at the Vienna International Centre, Austria, including all required hardware, software, and licenses necessary for the full required functionality of the Monitoring System.	Lump Sum	1		0.00	
3.6.4	(Optional) Documentation of monitoring system	Provide full and detailed documentation of the installed Monitoring System that shall allow the Commission to understand the installed monitoring system layout and allow for more informed decision-making regarding managing and operating the system including but not limited to planning upgrades or changes.	Lump Sum	1		0.00	
3.6.7	(Optional) Technical support for monitoring system	Provide a minimum of one (1) year technical support to address, analyze and fix any technical glitches (on site or remotely) with the Monitoring System.	Per Year	1		0.00	
Other	Other	Please add any additional applicable items, as appropriate	Unit	Quantity	Price	Price	
Other	Other	Please add any additional applicable items, as appropriate	Unit	Quantity	Price	Price	

Instructions

Understand the Columns:

Item: This column lists the items that need to be priced.
 Description: This column provides a detailed description of each item, as per the ToR.
 Unit: This column specifies the unit of measurement for each item (e.g., Lump Sum, Per Inspection, Per Year).
 Quantity: This column indicates the quantity required for each item.
 Unit Price (EUR or USD): This column is where you will input the price per unit for each item.
 Total Price (EUR or USD): This column will automatically calculate the total price based on the unit price and quantity.

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

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.
 Kindly provide the cost breakdown on the separate sheet