CTBTO
PREPARATORY COMMISSION

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

REQUEST FOR PROPOSAL

To:	ALL BIDDERS	**CTBTO Ref. No.:**	**2025-0029/MAEDA** *ym*
		(PLEASE QUOTE ON ALL COMMUNICATIONS)	

	Tel. No.:	+43 (1) 26030-6350
	E-mail:	procurement@ctbto.org
Attn:		
Phone:	**Date:**	25 Mar 25
Fax:		
Email:		

Subject: Software Engineering Development Services for Radionuclide Applications
on a Call-off Basis

Deadline for Submission: 25 Apr 25   **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,

_____OiC _SBukvic_ _____
for: Sally ALVAREZ DE SCHREINER
Chief, Procurement Services Section

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ACKNOWLEDGEMENT FORM

Solicitation No: 2025-0029 ***Title:*** Software Engineering Development Services for Radionuclide Applications on a Call-off Basis	***Closing Date:*** 25 Apr 25 ***Vienna Local Time:*** 17:00

Procurement Staff: Yo Maeda   ***CTBTO Req. No.:*** 0010026284

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: _____

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INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. **General**

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

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

The Proposal shall meet all requirements stated in the Terms of Reference 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:

(a) Letter of Invitation
(b) These Instructions for Preparation and Submission of Proposals , including the Bidder's Statement form, and the following Attachments:
   - Attachment 1: Minimum Content of Technical Proposal and Technical Compliance Matrix
   - Attachment 2: Technical Evaluation Criteria and Method
   - Attachment 3: Financial Proposal Form
   - Attachment 4: Procedure for submission of electronic offers in 2 sealed files
(c) Statement of Confirmation
(d) Vendor Profile Form
(e) The Commission's Model Contract and its Annexes A – B;
   o The Commission's General Conditions of Contract (Annex A), incorporate herein by reference, found at www.ctbto.org under CTBTO General Conditions of Contract
   o Terms of Reference (Annex B)
Note: In the event of award, the Proposal will be incorporated as Annex C to the Contract.

3. **Amendment of RFP Documents**

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

4. **Language of the Proposal**

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

5. Format and Submission of the Proposal

The 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 sent by regular e-mail unless clearly submitted as electronically sealed bids as indicated above and following the instructions outlined in Attachment 4 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 7 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will <u>only</u> be accepted via e-mail be sent to:

E-mail:	procurement@ctbto.org
Subject:	Request for Clarifications re RFP No. 2025-0029

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

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

7. Eligible Goods and Services

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

8. Type of Contract and Payment

The Commission intends to conclude 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 12 of 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**;

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

The Technical Proposal shall follow Attachment 1 Minimum Content of Technical Proposal and Technical Compliance Matrix and contain but not limited to the following information:

Personnel
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.

Statement of Confirmation and Bidder's Statement form
The attached Statement of Confirmation and Bidder's Statement form shall be duly signed and submitted together with the Proposal.

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 by providing a section-by-section response to the Terms of Reference indicating how the Bidder meet or will meet each of the technical requirements.

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. This shall include details of warranties/manufacturer's guaranties in respect to any Equipment item.

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

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

Personnel
Curriculum vitae of key 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 <u>not</u>, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation or the procurement process if the person:

    a.   At any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;

    b.   At any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

PART II: FINANCIAL PROPOSAL

The Financial Proposal shall be submitted in the format set out in Attachment 3 "Financial Proposal Form" attached herewith. Bidders shall provide all the information requested in this matrix but may provide additional related content as attachments.

In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the relevant total price.

Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

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 Proposal together with information on the nature of the tax and its method of calculation.

(2)   For European Union (EU) Companies

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

(3) For Non-EU Companies

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

10.   Completeness and Correctness of the Proposal

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

11.   Validity of the Proposal

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

12.   Correction of Errors

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

13.   Evaluation of the Proposal

(a)   The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal that 'most effectively satisfies the technical and operational requirements set out in the solicitation documents'.

(b)   The Commission reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.

14.   Negotiations of the Proposal 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.

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 and time for the submission of the Proposal. The Proposal may not be modified subsequent to the closing date and time.

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.

<table>
<tr><td colspan="3" style="background-color:yellow">BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL</td></tr>
</table>

Delivery Time:		
Shipping weight (kg) and Volume (m³) – if applicable:		
List of recommended consumables and spares including prices and details on local availability, if applicable (please tick): ☐ For one year period ☐ For a period of ………………………….		
Warranty period applicable (it shall be for a **minimum of 3 years**, starting from the acceptance of the goods/services by the Commission) – please tick below: ☐ For a three-year period ☐ For a period of ………………………….		
Availability of local service in Vienna, Austria (if any):		
State country of origin or assembly of all items quoted:		
Quantity discount and early payment discount (if any):		
Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required. Included in this quotation : **Yes** ☐ **No** ☐		
Confirmation that the bidder has reviewed the Commission's Model Contract and the Commission's General Conditions of Contract, and agreed to all terms and conditions. **Yes** ☐ **No** ☐ **Remarks:**		
With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States). Yes ☐ No ☐ Not applicable ☐ Remarks:		
Name: **Name & Title of Contact Person:** **Signature & date:**		

Attachment 1

Minimum Content of Technical Proposal and Technical Compliance Matrix

Below sets out the **Minimum content of the Proposal and the <u>Mandatory Requirements</u> 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	• 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:
	   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.
	   d) Description of subcontractor(s)'s capability
	 • Vendor Profile Form

2.2 Corporate Experience	The proposal should detail the Bidder's experience in executing work of similar scope and complexity.
3. Meeting the Requirements	
3.1 Understanding of the ToR	• Please describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal.

3.2 Requirements for the Contractor	•	The Proposal should address and describe all requirements spelled out under Section 4 of the Terms of Reference.
3.3 Deliverables and Reporting	•	Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form.
	•	Provide written assurance that all documentation and deliverables will adhere to the requirements in Sections 5 and 6 of the Terms of Reference.
	•	Provide written assurance that the source code for the developed software will be delivered to the Commission upon completion of each task and will become the property of the Commission as of the delivery date.
4. Contractor's key staff		
4.1. Team Roster	The Contractor shall provide details of employees that are expected to be involved in the performance of work on-site and/or off-site for the Commissions. At a minimum, the following information shall be provided for each of these staff: • Name • Role/position • Type(s) of Service(s) from in which the staff may be involved • CV	
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. Deviations, if any, shall be clearly indicated and justified in the Financial Proposal in an exception list.	

Part II – Technical Compliance Matrix including all mandatory requirements

Ref No. of ToR	Requirements	Bidder's Response		
		Yes / No	Cross-reference to section/page in the Proposal	Comments
Requirements for the Contractor				
4.1	a company established for at least 5 years and includes at least three employees meeting the requirements to be included in the Team Roster			
4.1	A minimum of 3 years of experience using an Agile software development methodology			
4.1	Use of the English language for all written and oral communication with the Commission			
4.1	Warranty period of at least three years after the completion of the user acceptance testing			
4.1	a minimum of five (5) years of experience in providing services for all stages of software development using C, java and python programming languages			
4.1	a minimum of five (5) years of experience in providing services for the development of UNIX and Linux-based client/server systems			
4.1	a minimum of five (5) years of experience, providing software maintenance and support services for complex and custom software systems			
4.1	a minimum of five (5) years of experience, in providing services for the development of web applications			
4.1	a minimum of three (3) years of experience in providing services for the interfacing of software with data acquisition equipment			
Requirement for the Contractor's Personnel / Skills and experience amongst the members of the Team Roster				

4.3.5	a university degree in Computer Science or other scientific/technical subject with a high computational, physics or math content			
4.3.5	Knowledge of at least one Agile software development methodology, and experience working in an Agile framework			
4.3.5	Working knowledge of written and spoken English			

Attachment 2 - Technical Evaluation Criteria and Method

Overview of the Evaluation Method

1. Technical Evaluation

The technical evaluation process will be done in two stages:

Stage 1: Technical proposals will first be evaluated against the mandatory requirements outlined in the Sheet "Table 1 - Evaluation Criteria", 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.

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 Sheet "Table 1 - Evaluation Criteria".

In order to pass this stage, bidders must obtain **a minimum <u>score</u> of 105** and in accordance with the scoring indicated in the Sheet "Table 2 – Scoring".
Failing one of the criteria in Stage 2 will not result in the entire technical proposal failing; provided that the technical proposal obtains a minimum score of 105 as already stated.

2. Financial Evaluation 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= 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 70% and 30% respectively, subject to contractual acceptability.
The Contract(s) will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations, subject to contractual acceptability.

STEP1: MANDATORY REQUIREMENTS (PASS/FAIL)

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

No.	Ref No. in TOR	Technical Evaluation: PASS/FAIL Criteria	Points and Scoring
			PASS/FAIL
		Requirements for the Contractor	
1	**4.1**	A company established for at least 5 years and includes at least three employees meeting the requirements to be included in the Team Roster	PASS/FAIL
2	**4.1**	A minimum of 3 years of experience using an Agile methodology	PASS/FAIL
3	**4.1**	Use of the English language for all written and oral communication with the Commission	PASS/FAIL
4	**4.1**	Warranty period of at least three years after the completion of the user acceptance testing	PASS/FAIL
5	**4.1**	A minimum of five (5) years of experience in providing services for all stages of software development using C, java and python programming languages	PASS/FAIL
6	**4.1**	A minimum of five (5) years of experience in providing services for the development of UNIX and Linux-based client/server systems	PASS/FAIL
7	**4.1**	a minimum of five (5) years of experience, providing software maintenance and support services for complex and custom software systems	PASS/FAIL
8	**4.1**	a minimum of five (5) years of experience, in providing services for the development of web applications	PASS/FAIL
9	**4.1**	a minimum of three (3) years of experience in providing services for the interfacing of software with data acquisition equipment	PASS/FAIL
		Requirements for each member of the Team Roster	
10	**4.3.5**	A university degree in Computer Science or other scientific/technical subject with a high computational, physics or mathematical content	PASS/FAIL
11	**4.3.5**	Knowledge of at least one Agile software development methodology, and experience working in an Agile framework	PASS/FAIL
12	**4.3.5**	Working knowledge of written and spoken English	PASS/FAIL

STEP2: WEIGHTED CRITERIA

Only bidders who pass all above criteria will be considered for stage 2 of the technical evaluation process

No.	Ref No. in TOR	Technical Evaluation: Weighted Criteria	Points and Scoring		
		Quality of the proposal	**Max Points**	**Weight/Factor**	**Max Score**
1	**Overall**	Completeness: Extent to which all aspects of the ToR have been addressed in sufficient detail.	5	2	10
2	**Overall**	Clarity: Understanding of the scope, and of the duties and responsibilities of the Contractor as per Terms of Reference (TOR). Proposal Quality and compliance with the RFP requirements.	5	2	10
3	**Overall**	Effectiveness: Suitability of proposed technical approach/methodology for approaching work and completing deliverables as set out on the TOR	5	2	10
4	**9**	Confirmation that the Contractor shall adhere to the described standards and the working environment.	5	1	5
		Subtotal	20		35
		Contractor's requirements	**Max Points**	**Weight/Factor**	**Max Score**
6	**4.1**	Use of standard approach for quality assurance, operational efficiency and customer satisfaction, a current CMMI level 3 or higher, or ISO 9001 certification is an asset.	5	2	10
7	**4.1**	Solid understanding of Public Key Infrastructure (PKI) concepts	5	3	15
8	**4.1**	Experience of working with radionuclide technologies, e.g. nuclear detectors	5	5	25
		Subtotal	15		50
		Skills and experience amongst the members of the Team Roster	**Max Points**	**Weight/Factor**	**Max Score**
18	**4.3.5**	At least 2 years of recent professional experience developing applications of similar scope using state of the art technologies	5	0.5	2.5
19	**4.3.5**	Experience with all elements Software Development Lifecycle: Eliciting and documenting business process flows, use cases, requirements, quality management plans, user acceptance testing, and end-user training	5	0.5	2.5
20	**4.3.5**	Hands-on experience with, and understanding of, requirements definition and software system design methodologies	5	0.5	2.5
21	**4.3.5**	Strong experience in object oriented development and design patterns, exposure to project management methodologies and incremental software development techniques	5	0.5	2.5
22	**4.3.5**	Recent professional experience with SQL and database programming, ideally using Oracle and/or PostgreSQL databases, experience designing data access layers and data models for an application	5	1	5
23	**4.3.5**	Knowledge of web-based internet application development architectures	5	1	5
24	**4.3.5**	Experience with defect tracking tools, preferably JIRA	5	1	5
25	**4.3.5**	Expert knowledge of Linux operating systems and TCP/IP	5	1	5
26	**4.3.5**	Experience using C++, Python, Perl and UNIX scripting languages	5	1	5
27	**4.3.5**	Experience with CI/CD pipelines and tools (e.g., Jenkins, GitLab CI);	5	1	5
28	**4.3.5**	Experience programming with Public Key Cryptography Standards, PKCS#11 API and OpenSSL libraries	5	1	5
29	**4.3.5**	Experience of working with data acquisition systems for nuclear detectors;	5	2	10
30	**4.3.5**	Ability to write quality Software Documentation in the English language	5	1	5
		Subtotal	65		60
		Capacity and Technical Expertise to deliver services listed in section 3 of the ToR	**Max Points**	**Weight/Factor**	**Max Score**
34	**3.1**	Personnel Capacity with needed Technical Expertise to provide Software Development	5	1	5
35	**3.2**	Personnel Capacity with needed Technical Expertise to provide New Software Support and Maintenance	5	1	5
36	**3.3**	Personnel Capacity with needed Technical Expertise to provide Senior Software Engineering Support	5	1	5
37	**3.4**	Personnel Capacity with needed Technical Expertise to provide Software Testing Support	5	1	5
38	**3.5**	Personnel Capacity with needed Technical Expertise to provide Technical Writing	5	1	5
39	**3.6**	Personnel Capacity with needed Technical Expertise to provide Technical Visits	5	1	5
		Subtotal	30		30
		TOTAL - Technical Evaluation	130		175

TABLE 2 - Scoring

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

"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 offers 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.
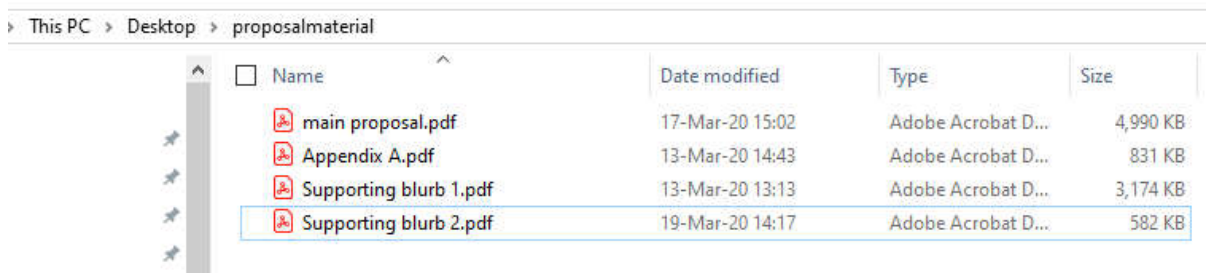
Figure 1 An example set of files to be submitted

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.
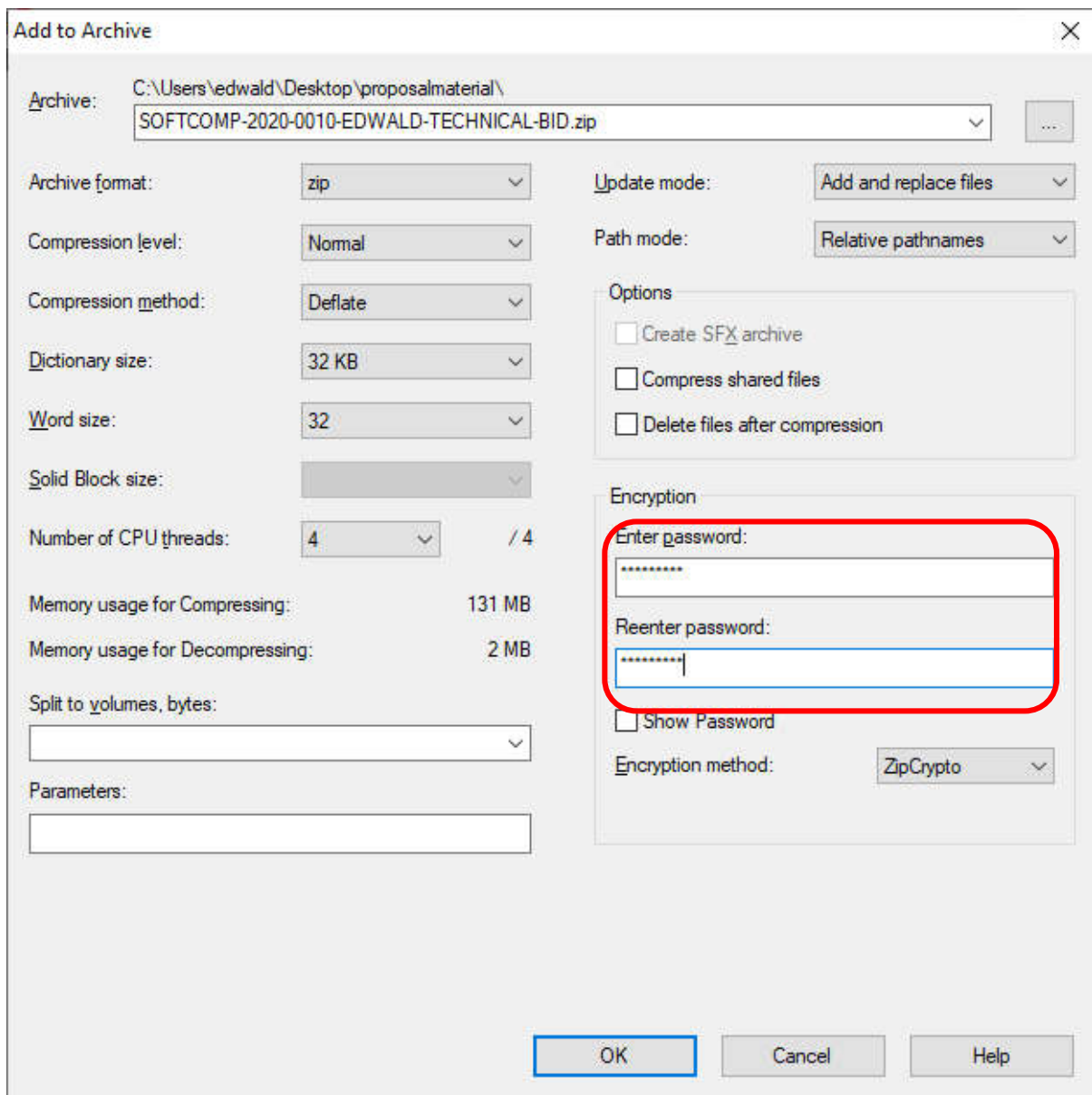

Figure 2 Creating an Archive

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 decribed 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.

1. Please download Hash/Check app:
   https://apps.apple.com/at/app/hash-check/id1550525767?l=en-GB&mt=12

2. It is very simple to use. After installing, just open the app and click on "File" to open the zip file you want to inspect.
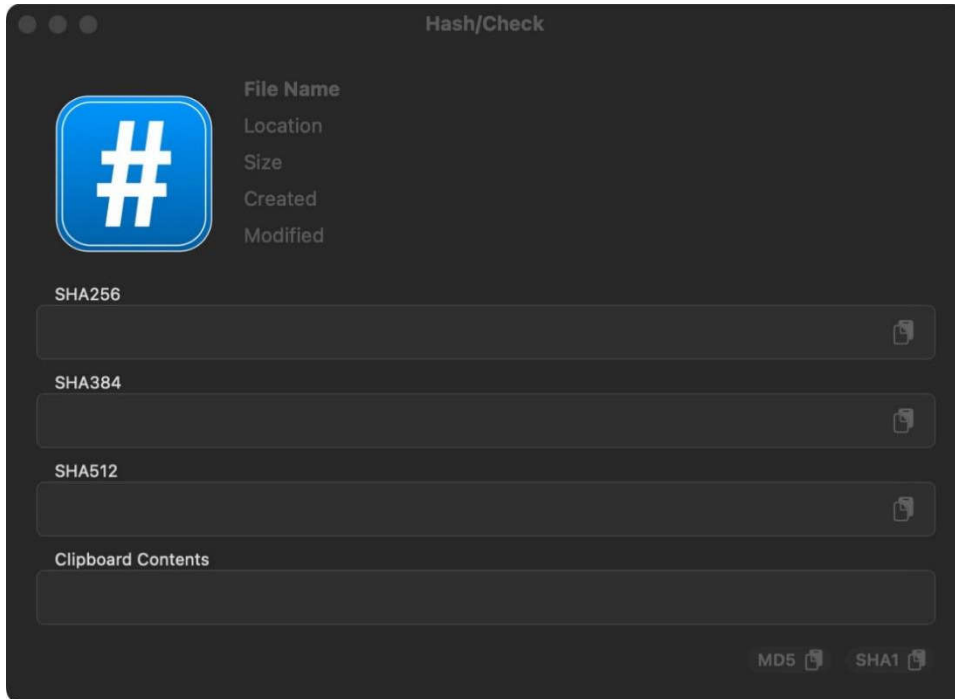
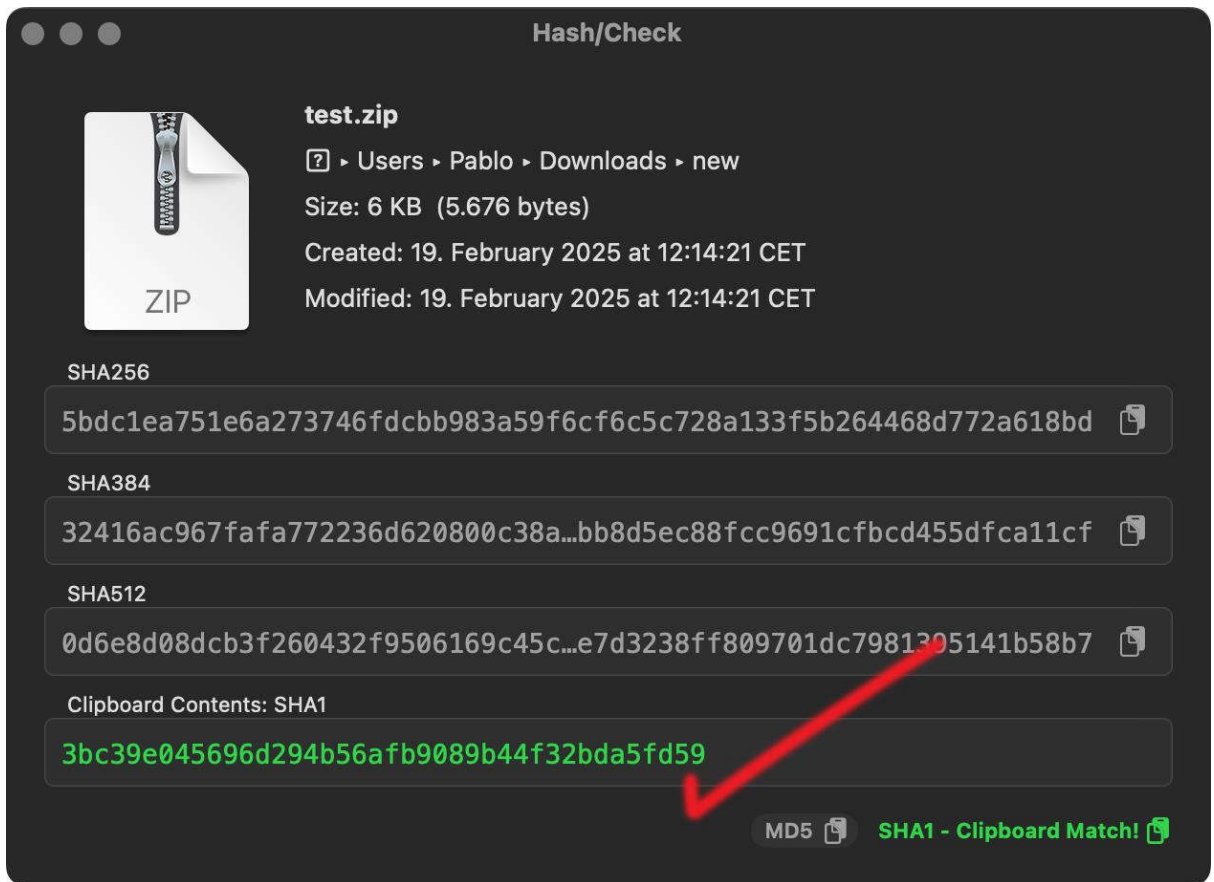

3. Please use your submitted technical and financial proposals
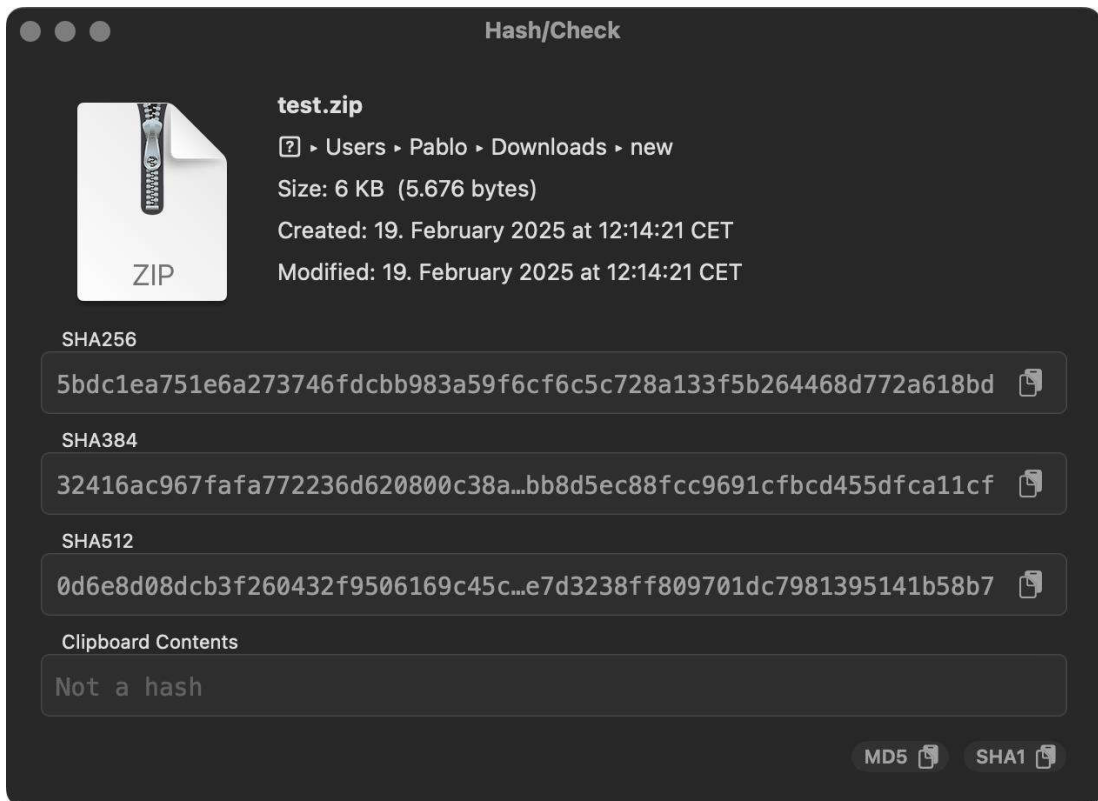
4. And it automatically creates several different hash values … --- But the one we need SHA1 is not there …

So you press on the little SHA1 icon on the bottom right …
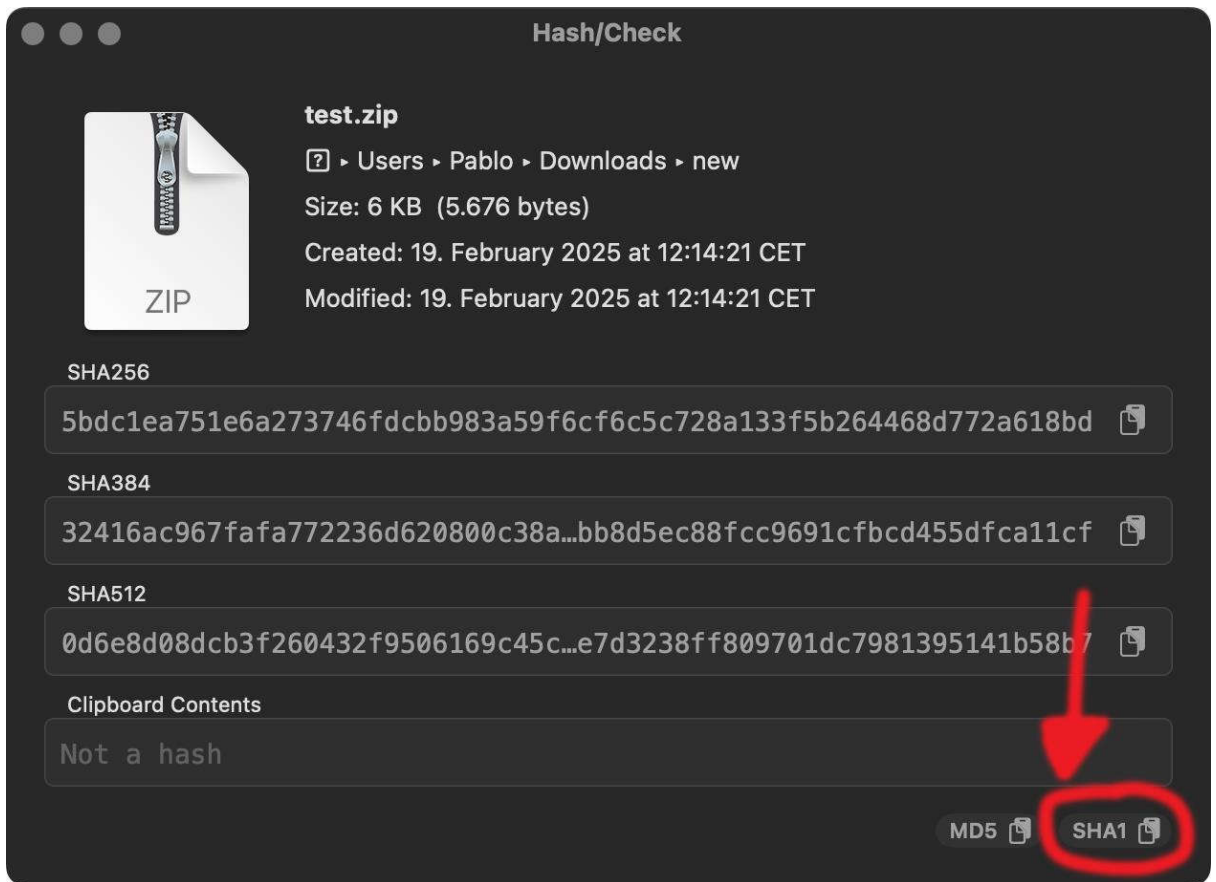
5. The SHA1 hash is calculated and copied to the clipboard automatically for further use.

---------------------------------OR---

Another alternative would be to use the terminal and the command: shasum /path/to/file
Here is a little tutorial on how to use it. It is strait forward and simple to use. Please see
attached the instructions as a pdf as well.
https://osxdaily.com/2012/02/05/check-sha1-checksum-in-mac-os-x/

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.)

Procedure for Submission of Electronic Offers in 2 Sealed Files

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

   <u>**IMPORTANT NOTE:**</u> 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.

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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.

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[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 ☐   Sole Agent ☐   Supplier ☐
    Other ☐ (please explain)

13. Type of Business/Services/Work: Engineering ☐   Civil Work ☐   Governmental Institution ☐
    Other ☐ (please explain)

14. References (your main customers, country, year and technical field of products, services or work): **

15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**

    Organization: Value in US$ Equivalent: Year:

    Organization: Value in US$ Equivalent: Year:

16. Summary of any changes in your company's ownership during the last 5 years:

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

17. List of Products/Services/Work offered:

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

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

Name: Title: Signature: Date:

Bank Details	**Beneficiary Details**
Bank Name:	Beneficiary Name: (exactly as stated on bank statements)
Bank Address:	IBAN: (if applicable)
Exact Account Holder Name:	Account number:
	SWIFT/BIC:
	ABA/Sort Code:

Additional Details (if applicable)

Correspondent bank:

Correspondent account number:

Correspondent SWIFT/BIC:

Tax Identification Number:

FOR CTBTO USE ONLY		
Evaluated By:	Initials	Date:
Updated By:	Initials	Date:
Remarks:		

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

MODEL CONTRACT

between

THE PREPARATORY COMMISSION

FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

ORGANIZATION

and

[NAME OF CONTRACTOR]

for

SOFTWARE ENGINEERING DEVELOPMENT SERVICES
FOR RADIONUCLIDE APPLICATIONS
ON A CALL-OFF BASIS

This Model Contract comprises this cover page,

13 (thirteen) pages of text, including a table of contents and a signatories page,
and 3 (three) Annexes (A to C)

March 2025

TABLE OF CONTENTS

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 headquarters located at Wagramer Strasse 5, 1400 Vienna, Austria, and **[NAME OF CONTRACTOR]** (hereinafter referred to as "the Contractor"), having its principal office located at **[ADDRESS OF CONTRACTOR]** (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 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.

"FRD" means Formal Requests for Delivery to be issued by the Commission specifying services to be supplied, delivered, installed, tested and supported by the Contractor upon request by the Commission in accordance with Annexes B and C.

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

"**Work**" means all [the goods and] the 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 Software Engineering Development Services for Radionuclide Applications (hereinafter the "Services") to the Commission on a Call-off Basis.

3 ENTRY INTO FORCE, DURATION OF THE CONTRACT AND COMMENCEMENT AND COMPLETION OF THE WORK

a. 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.

b. The Commission shall have the right to call-off the Work, in the form of FRD, as further specified in Clause 6 ("Organization of Contract Implementation") below, within a period of three (3) years from the Effective Date (hereinafter referred to as the "**Initial 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 FRD. This paragraph (b) shall also apply to any extension exercised under paragraph (c) of this Clause.

c. Before the expiry of the Call-off Period set out in paragraph (b) of this Clause, the Commission shall have the option to extend the Call-off Period twice for two (2) years each, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the respective Call-off Period. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

d.   The FRD issued by the Commission shall be the basis for acceptance, invoicing and payment of any on-request Work performed by the Contractor.

e.   The performance of Work shall be made in full in accordance with the respective FRD. Partial service performance of an FRD will not be accepted and reimbursed without prior written agreement by the Commission.

f.   The Work shall be performed at the place and within the approved Work Plan specified in the relevant FRD.

g.   The Commission may revise an FRD as and when it may deem necessary.

4   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.

5   RESPONSIBILITIES OF THE CONTRACTOR

(a)   The Contractor shall provide the Work described in Annex 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.

(c)   The Contractor acknowledges that after the completion of the Work under this Contract, the Commission shall own the Software and source code based on the Services described in Annex B and the Contractor shall have no rights in that Software or source code unless granted by the Commission under Clause 23 of this Contract.

6   FORMAL REQUESTS FOR DELIVERY

6.1   General provisions

(a)   During the Contract duration the Commission will issue individual FRDs based on the firm and fixed unit rates for the Services reflected in Annex C, as well as estimated travel costs.

(b) Each FRD shall be valid until its successful completion by the Contractor and acceptance by the Commission of the Work performed.

(c) The FRD shall specify, as applicable, the required Work and Services to be delivered, required delivery date and place, notification party(ies) and any other relevant information.

(d) The Commission may revise the FRD as and when it may deem necessary.

(e) The Commission makes no commitment under the Contract to call-off any specific quantities of Services specified in Annex B.

7 WARRANTY

(a) The Contractor shall provide a warranty period of at least three (3) years after the completion of the user acceptance testing.

(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.

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. 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.

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) 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 paragraph (b) of this Clause, 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 paragraph (b) of this Clause, 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 Work is carried out in accordance with Annexes B and C, and the related FRD, and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Services.

11 CONTRACT PRICE

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

(i)   the firm fixed labor rates/fees set out in Annex C;

(ii) If applicable, per diem charges (DSA), which cover lodging, meals and incidental travel expenses, based on the United Nations Daily Subsistence Allowance (UN DSA) rates effective at the time of the respective travel (the FRD will include the UN DSA rates applicable at the time of issuance of the FRD), unless specified otherwise by the Commission;

(iii) If applicable, the actual incurred Travel Costs, excluding DSA on the basis of simple economy return tickets for most direct route, not to exceed the estimated Travel Costs pursuant to the relevant FRD, by more than 10% for each return travel under an issued FRD, unless specified otherwise by the Commission;

(iv) if applicable, Other Costs pursuant to Annex C;

hereinafter referred to as the "Contract Price".

(b)   The 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)   [Identify type [and amount] of Taxes] is/are applicable under this Contract. 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 Contract Price shall be paid in arrears upon satisfactory completion of each FRD or each deliverable under an FRD, as applicable, and the submission of the following:

i)   Invoice drawn up in accordance with this Clause 12;

ii)   Documentation referred to in sub-Clause 12 (e) below supporting any Taxes paid;

iii)   Supporting documentation of costs actually incurred, such as copies of air ticket, invoices, insurance policies and shipping documents, as appropriate; and

iv)   Any other documentation and/or other deliverable that might be required under the applicable FRD.

(b)   The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor. 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 as an attachment to an email, directly to the relevant Party specified in the Notices Clause. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

(e)   Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as 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 paragraph (a) of this Clause 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 Work 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);

(v) The relevant FRD.

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 Parties.

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 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 related enquiries:
Payments@ctbto.org

(b)   The Contractor:

         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;

      (iii)   if by electronic communication, when retrievable by the Commission in document form.

(b)   A communication given under paragraph (a) of this Clause 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.

23   SOFTWARE LICENCE

The Commission hereby grants the Contractor a non-exclusive, non-transferable, irrevocable license to use the Software for the duration of the Contract and for the purpose of doing the Work under the Contract. The use of the source code is only for the duration of the Contract and for the Work required under the Contract. All title, ownership rights and intellectual property rights in and to the Software shall remain with the Commission. The Contractor acquires no title, right or interest in the Software, other than the license(s) specifically granted herein by 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 **:**

_____

[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 DATED XXX

Annex B

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

PROVISIONAL TECHNICAL SECRETARIAT

TERMS OF REFERENCE FOR

PROVISION OF

**SOFTWARE ENGINEERING DEVELOPMENT SERVICES
FOR RADIONUCLIDE APPLICATIONS
ON A CALL-OFF BASIS**

1. BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the "Commission" and/or "PTS") is the international organization established to carry out the effective implementation of the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT). The IMS (International Monitoring System) division, on behalf of the Commission, desire to engage a contractor (hereinafter referred to as the "Contractor") to provide software engineering services for radionuclide applications on a call-off basis.

2. SCOPE OF WORK

The Commission seeks to establish a three-year Contract(s), subject to two (2) extensions of two years each, if agreed to by both parties. These Terms of Reference (hereinafter referred to as "ToR") form the technical framework for the supply of on-site and off-site software engineering services for IMS radionuclide applications (hereinafter referred to as "Services").

The following software engineering services are sought:
- Software Development
- New Software Support and Maintenance
- Senior Software Engineering Support
- Software Testing Support
- Technical Writing
- Technical Visits

The volume of work under the Initial Call-off Period is estimated to be about two hundred (200) person-days per year in total. This volume is just an indication, and the Commission reserves the right, at its sole discretion, to call-off more, less or no person-days at all.

For each of the above-mentioned services, the Contractor(s) shall provide two levels of proficiency, practitioner and expert levels.

3. PROVISION OF SOFTWARE ENGINEERING SERVICES

This section breaks down the description of the work into separate types of services. A non-exhaustive list of software project examples that the Contractor(s) may be requested to work on are:

- RSSI – Radionuclide station software, Python/Redis/Postgres based web application (ExtJS)
- PTE - Proficiency test exercise software, Java based
- LabCOMM/IMSParser — web application and message parser written in Python
- RNAuth – authentication software written in Python, older versions in C/C++
- RN data processing framework, based on Perl and Linux shell scripts

There are a number of other, smaller tools, using similar programming languages. IMS software mostly uses a mix of Oracle, PostgreSQL, SQLite and other tools, depending on both the software scope and whether they are internally or externally facing.

3.1. Software Development

In general, the work consists of definition of the software design, development and integration phases, and

the delivery of the code, documentation and installation packages. In particular, the work involves the following steps:

- Review of the requirements specification, as provided by the Commission, for IMS radionuclide data collection and processing systems. The outcome of this step would be a revised requirements document forming the basis for planning the work
- Scheduling of the deliverables and estimating the effort to execute the work
- Analysis, design, coding, integration and testing
- Documentation writing
- Delivery and acceptance of each deliverable

At the time when the work is called-off, the detailed scope of the service shall be defined.

3.2. New Software Support and Maintenance

In general, the work involves the review and execution of the software transition and operation phases through the provision of support and maintenance services, for RN specific custom software systems that will be developed by the Contractor.

In particular, the work may involve the following steps:

- Perform remote troubleshooting
- Provide proactive and/or reactive support services for the newly developed software
- Analysis of the current functionality of a software system
- Implement software patches and updates
- Migrations for major releases of software
- Provide installation and usability assistance
- Provide training or other services associated with operating the software

At the time when the work is called-off, the detailed scope of the service shall be defined.

3.3. Senior Software Engineering Support

In general, senior software engineering support may be requested to support the Commission and/or the Software team in complex software engineering tasks, such as, but not limited to, the planning, design or re-design of complex systems.

In particular, the work may involve the following tasks:

- Support business analysis and translate into software requirements, architecture and design
- Functional and performance testing
- Define and support the implementation of release and deployment policies
- Mentor other Software Team members in development methodologies
- Audit Software Code in preparation for upgrades/enhancements

At the time when the work is called-off, the detailed scope of the service shall be defined.

3.4. Software Testing Support

The work may involve the following core tasks:

- Complete test preparation and execution
- Audit code coverage
- Work from software specifications to identify test data requirements and generate required test data
- Design, support the implementation and automate tests (unit tests, integration tests and system tests, and when applicable regression tests)
- Correct errors by making appropriate changes and rechecking the program to ensure that the desired results are produced
- Report software defects and priorities
- Consult with managerial, engineering and technical personnel to consolidate test efforts, identify bottlenecks, risk analysis and mitigation, and quality improvement as well as to coordinate test efforts and adapt to changing requirements and fast paced release schedules
- Consult with development team to troubleshoot and resolve project issues both technical and non-technical in nature

At the time when the work is called-off, the detailed scope of the service shall be defined.

3.5. Technical Writing

In particular, the work may involve the following tasks:

- Compiling all documentation for business requirements by working with the Commission and development teams to capture, document and manage IT related documents including:
  - Updating of user manuals
  - Writing and update Help files
  - Distilling relevant information and present that information in an easy to understand format using text, screen shots, photographs, drawings. sketches, diagrams, charts
  - Maintaining document repository
  - Contributing to enhancements of documentation standards,, and provide training when required
  - Analysing IT project requirements to determine and deliver types of documents needed
- Plan. design, research, write, and edit a range of documents. including user guides and manuals, technical specifications, training materials, user policies

At the time when the work is called-off, the detailed scope of the service shall be defined.

3.6. Technical Visits

Work specifications may include:

- Install software systems
- Conduct planned/corrective maintenance
- Carry out necessary actions to re-establish normal operation after unexpected malfunction, failure or breakdown of the software and systems
- Provide training
- Technical meetings and discussions

At the time when the work is called-off, the detailed scope of the service shall be defined.

4. REQUIREMENTS FOR THE CONTRACTOR

4.1. General requirements

The Contractor shall satisfy the following requirements:
- To be a company established for at least 5 years and include at least three employees meeting the requirements to be included in the Team Roster as described in this section
- Current CMMI level 3 or higher or ISO 9001 certification is an advantage
- A minimum of 3 years of experience using an Agile software development methodology
- Solid understanding of Public Key Infrastructure (PKI) concepts. Proved practical experience working hardware security modules is an advantage
- Experience of working with radionuclide technologies, e.g. nuclear detection systems
- Use of the English language for all written and oral communication with the Commission
- Warranty period of at least three years after the completion of the user acceptance testing. Terms and conditions of post-warranty support and bug fixes should be available and clearly specified

The Contractor shall satisfy the following mandatory technical requirements:
- A minimum of five (5) years of experience in providing services for all stages of software development using C, java and python programming languages
- A minimum of five (5) years of experience in providing services for the development of UNIX and Linux-based client/server systems
- A minimum of five (5) years of experience, providing software maintenance and support services for complex and custom software systems
- A minimum of five (5) years of experience, in providing services for the development of web applications
- A minimum of three (3) years of experience in providing services for the interfacing of software with data acquisition equipment

For on-site work performed at the PTS headquarters in Vienna, Austria, the Commission will provide at its premises a suitable work environment (office, room for meetings, presentations and trainings, network connection) for the Contractor's personnel to perform the services under the Contract(s), as required. The Contractor shall arrange for laptop computers required to execute the on-site work. The Commission will also make reasonable efforts to cooperate with the Contractor in connection with its performance under the Contract, including, but not limited to, reasonable and timely access to the Commission's personnel, documentation, databases and other necessary identified sources of information.

For off-site work, the Contractor shall provide its own infrastructure, hardware and software environment necessary for the completion of its work under the Contract. The remote access will be granted by the Commission as required. The Contractor shall communicate with the Commission by telephone, or electronic mail, as appropriate. All costs incurred by the Contractor as a result of such communication with the Commission for the performance of work under the Contract, shall be borne by the Contractor.

4.2. Project Management Requirements

At the start of each project, the Contractor shall detail and implement a project management system that clearly defines how the work is to be managed and controlled. It should include at a minimum:
- Prince2 based methodology
- Approval by the Commission of the division of the project in stages within defined milestones and deliverables
- Authorization to proceed from one stage to the other by the Commission
- Approval by the Commission of the scope, costs and schedule of each stage of the project
- Planning and assurance of quality for each stage of the project
- Monitoring of the progress of the project by the Commission through periodic status reports and

timely issues escalation procedures
- Final report and Lessons learned report at the end of the project
- Risk management
- Communication plan

4.3. Team Roster

4.3.1. Constitution of the Team Roster

The Contractor shall form the Team Roster consisted of the members who are appropriately skilled and experienced to carry out the role and services described in these Terms of Reference.

4.3.2. Maintenance of the Team Roster, conditions of amendment

The Contractor shall maintain an up-to-date version of the Team Roster for the duration of the Contract. The Contractor shall be responsible to inform the Commission when staffs are to be removed or added to the Team Roster, and if the details of a staff are modified.

If the Commission estimates that the Team Roster lacks capacity or capability to perform a specific work within the specified timeframe or quality, the Contractor shall provide, within three working days after a request is made by the Commission, the details of skilled and experienced staff to be added to the Team Roster for consideration by the Commission.

The Commission shall be entitled to confirm whether or not the proposed Team Roster amendment is acceptable.

4.3.3. Software Team

Prior to the issuance of a FRD, the Contractor will be requested to propose to the Commission a list of staff (Software Team) that will be working under this FRD. This Software Team shall be selected from the Team Roster and is a subject of Commission's approval.

The Contractor shall ensure that each staff of the Software Team:
- Are dedicated to the project during the development period (unless otherwise agreed)
- Are not re-assigned from the project without the prior written consent of the Commission

The Contractor shall satisfy the following mandatory requirements:
- Provide reasonable evidence that the proposed Software Team is appropriately skilled and experienced to carry out the work plan, along with the proficiency level of each member of the Software Team on this project
- Replacement of poor performing Software Team members or provision of specific training to address a gap in knowledge identified after a Software Team member has started his or her assignment, at no cost for the Commission
- Establishment of an induction program to help new members of the Software Team become productive within a predefined period after the start of their assignment for the Commission. The duration of the period will be from one to three months depending on the type of service. The Commission shall be entitled to confirm whether or not the proposed Software Team is acceptable

The Commission reserves the right to seek an immediate replacement for any Software Team member, who is found unsuitable for the assigned tasks as determined by the Commission. In such cases, the Commission will request a replacement Contractor staff, with equal or better qualifications and experiences to complete the tasks. If no suitable replacement consultant can be agreed upon, the Commission reserves the right to terminate the assignment of the unsuitable Software Team member with immediate effect.

Continuity of staff is an important consideration. The Contractor shall therefore take necessary measures to ensure a seamless transition when taking over the services and keep changes to staff being assigned to the Commission to a minimum throughout the duration of the contract.

4.3.4. Proficiency level

The Contractor shall provide two levels of proficiency level:
- Practitioner
- Expert

The proficiency level of a member of the Team Roster shall be determined at the time when a project is initiated and that the Software Team is defined for that project. It shall be determined based on the expertise and level of experience of that member to perform under a given project (e.g. the same person may be considered "Expert" on a project and "Practitioner" on another one). The proposed proficiency levels for each member of the Software Team are subject to the Commission's approval. If deemed necessary by the Commission, the Contractor may be requested to provide further evidence of the proficiency level of a Software Team member at any time during the project, and the Commission reserves the right to modify the proficiency level of a Software Team member.

4.3.5. Requirements for each staff on the Team Roster

Each of the Contractor's staff on the Team Roster must have at least the following qualifications:
- A university degree in Computer Science or other scientific/technical subject with a high computational, physics or math content
- Knowledge of at least one Agile software development methodology, and experience working in an Agile framework
- Working knowledge of written and spoken English

The following skills and experience shall be available in the initial Team Roster, and maintained for the duration of the Contract:

- At least 2 years of recent professional experience developing applications of similar scope using state of the art technologies
- Experience with all elements Software Development Lifecycle: Eliciting and documenting business process flows, use cases, requirements, quality management plans, user acceptance testing, and end-user training
- Hands-on experience with, and understanding of, requirements definition and software system design methodologies
- Knowledge of web-based internet application development architectures
- Strong experience in object-oriented development and design patterns, exposure to project management methodologies and incremental software development techniques
- Recent professional experience with SQL and database programming, ideally using Oracle and/or PostgreSQL databases, experience designing data access layers and data models for an application
- Experience with defect tracking tools, preferably JIRA
- Expert knowledge of Linux operating systems and TCP/IP
- Experience using C++, Python, Perl and UNIX scripting languages
- Experience with CI/CD pipelines and tools (e.g., Jenkins, GitLab CI);
- Experience programming with Public Key Cryptography Standards, PKCS#11 API and OpenSSL libraries
- Experience of working with data acquisition systems for nuclear detectors;
- Ability to write quality Software Documentation in the English language

TERMS OF REFERENCE

- In depth knowledge of Agile development methodologies

5. Deliverables

The deliverables will follow standards specified by the Commission, which are based on industry best practices. These may include:
- A statement of the requirements / objectives of the software component
- Project plan: a plan document specifying the roles and responsibilities, schedule, milestones, deliverables and effort expressed in number of days
- Progress Report and updated project plans
- Issue management plan
- Risk management plan
- Configuration management plan
- Source code as per agreed coding standards
- Test plans, test cases, test scripts and test results (of unit test, integration and system test and when applicable regression test)
- Results of review and inspection (architectural, database design, code, documentation when applicable)
- Technical documentation including design documents, user guides and manuals, help files, technical specifications, user policies and deployment and release policies
- Workshops or training for knowledge transfer to the Commission staff
- Recommendations / guidelines to help the Commission staff adhere to the implementation / design concepts
- Changelog and release notes: a description of what changes were made relative to the previous release, along with a list of files that were modified by each change. Each release shall also include a list of outstanding items to be done, including any and all known defects.

At the time when work is called-off, the Commission may select deliverables from the above list, or request other deliverables deemed relevant to the projects.

6. Reporting

The Contractor shall submit a Monthly Report to the Commission, in case there will be any open Formal Request for Delivery (FRD), electronically via email and within the first five (5) working days of each calendar
month, describing all the activities performed during the preceding month, including but not limited to:
- Summary of technical support activities done;
- Status of active technical support issues;
- Status of tickets, bug reports and possible fixes;
- Status and updated plan for all active development tasks; and
- Plan for future activities.

Typically, per FRD, the Contractor shall submit a Final Report to the Commission upon the completion of the Work Tasks. The Final Report shall summarise all work carried out by the Contractor under the Work Tasks.

If the Commission, after review of the Final Report, requires any further information and/or remedial action, the Commission shall instruct the Contractor to provide such additional information and/or a more detailed description of any actions taken. The Contractor shall submit such additional information in the form of a

Revised Final Report within a period indicated by the Commission in the related request.

All reports shall be in the English language.

At the time when work is called-off, the Commission may request other reporting methods as deemed relevant to the projects.

7. Risk Management

For all FRDs, the Contractor shall provide a thorough risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the software development activities outlined in the relevant ToR. Risks may include but are not limited to, technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment plan should be consistently updated, aligning with the delivery of project milestones or significant accomplishments.

Upon the project's satisfactory completion, 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 software development endeavours.

At the time when work is called-off, the Commission may request other risk management strategies as deemed relevant to the projects.

8. ORGANIZATION OF WORK

The Commission may ask for Services as described above. The Work will be called-off through the issuance by the Commission of a Formal Request for Delivery (FRD) to the Contractor.

8.1. Initiating Work

Before the issuance of a FRD to the Contractor and upon receipt of a written request from the Commission, containing elaborations and definitions as to the nature of the particular Service(s). the Contractor shall provide, at a minimum, within one (1) week of receiving the written request, the following information in the form of a work plan for each Service identified in the written request:

- A list of staff (Software Team) who will be working under this FRD. These staff shall be a subset of the Team Roster:
- Details of the suggested project management approach
- Work plan and key schedule to accomplish the Service
- Number of man-days to be allocated to the Service
- Where applicable, the cost of travel to the site based on the most economical and direct option, The Commission reserves the right, based on the information provided by the Contractor, to approve the type of airfare or to purchase a ticket
- Place of work (on-site/off-site)
- Commencement date and completion date of the Services

After review of the work plan for each of the Service identified in the written request, and only after acceptance by the Commission, the FRD will be issued to the Contractor.

Each FRD shall be based on one (1) or more of the Services described in this TOR. The Commission will forward FRDs to the Contractor with adequate advanced notice and containing all necessary details, expected deliverables, and minimum requirements for satisfactory performance.

The Commission shall not be held liable for the performance of any particular Service(s) which have been performed before the formal issuance of a FRD to the Contractor.

8.2. Completion and Acceptance

At the end of a particular Service under the FRD, the Contractor shall submit to the Commission the deliverable as stated in the respective FRD. The work will be reviewed by the Commission staff and by the Commission management against requirements and the Commission internal working practices and standards.

If requested by the Commission in a FRD, upon completion of the Service(s) under the FRD, the Contractor may be required to provide an oral presentation (including slides/handouts as required) to the Commission at its Headquarters in Vienna.

8.3. Invoicing and Payment

The work and deliverables, after being evaluated under reasonable performance criteria and accepted as satisfactory by the Commission, will form the basis for invoicing and payment of a particular Service performed under an FRD).

9. Work Environment

For software development, Open Source technologies shall be preferred. The source code for the developed software should be delivered to the Commission upon completion of each task and shall become the property of the Commission as of the delivery date. The source code of the software developed under the Contract shall follow the PTS software standards and guidelines.

Any software, source code or documentation, if shared by the Commission with the Contractor, shall not be provided to any third party and shall not be retained by the Contractor after the end of the Contract.

If needed remote access to the relevant infrastructure (servers, VLANs, databases) in the PTS network should be given to the Contractor. Infrastructure comprises, but is not limited to software, servers, VLANs and databases.

For on-site Services provided at the PTS headquarters in Vienna, Austria, the working language is English, and the normal weekly working hours is forty, Monday to Friday considering UN official holidays. The working period in a given day will be defined on the basis of actual needs.