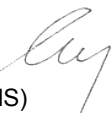


## REQUEST FOR PROPOSAL

---

**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2024-0188/RICKARD   
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

**E-mail:** procurement@ctbto.org

**Attn:**

Phone:

Fax:

Email:

**Date:** 29 Oct 24

**Subject:** Replacement of data archiving solution

**Deadline for Submission:** 11 Nov 24

**Vienna Local Time:** 17:00

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to submit a proposal that meets the requirements of the attached documents.

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

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

Yours Sincerely,

  
Sally Alvarez De Schreiner  
Chief, Procurement Services Section

**ACKNOWLEDGEMENT FORM**

<b>Solicitation No:</b> 2024-0188	<b>Closing Date:</b> 11 Nov 24
<b>Title:</b> Replacement of data archiving solution	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Adam Neil Rickard

**CTBTO Req. No.:** 0010025374

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

**WITHIN FIVE (5) DAYS**

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

**by email to**  
procurement@ctbto.org

**A: We shall submit our proposal**

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

**B: We may submit and will advise**

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

## INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

### 1. General

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

This Request for Proposal (RFP) is for the provision of services as described in the Terms of Reference for the “Replacement of a Data Archiving Solution”.

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

### 2. Documents included in this RFP

This RFP consists of the following documents:

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

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

### 3. Amendment of RFP Documents

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

#### 4. **Language of the Proposal**

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

#### 5. **Format and Submission of the Proposal**

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

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

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

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

#### 6. **Request for Clarifications and Contacting the Commission**

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case, no later than **ten (10) business days prior to the Closing Date**. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail sent to:

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)  
Subject: 2024-0188/RICKARD - Request for Clarifications

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

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

#### 7. **Eligible Goods and Services**

The goods and services (if any) to be rendered under the Contract/Purchase Order shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT) which is available in the CTBTO website at [www.ctbto.org](http://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 the attached Model Contract.

**9. Preparation of the Proposal**

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

The Proposal shall be composed of the following separate parts:

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

**PART I: TECHNICAL PROPOSAL**

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

**1. Point of Contact**

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

**2. Documents Establishing the Eligibility and Qualifications of the Bidder**

- (i) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award the Contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited, to the following:
  - (a) That, in the case of a Bidder offering to supply goods and/or services under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
  - (b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract.
- (ii) Expertise of the Firm/Organization: This section shall provide a brief information on the experience of the organization, both domestic and international, which are related or similar in nature to the requirements of the RFP.
- (iii) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term.

### **3. Bidder's Statement, Statement of Confirmation and Vendor Profile Form**

The attached Bidder's Statement, Statement of Confirmation and Vendor Profile Form shall be duly filled-in, signed and submitted together with the Proposal.

### **4. Description of Services**

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

- (i) A detailed description of the items proposed and include relevant technical literature
- (ii) The completed document "Attachment 3 Bidder Technical Compliance Matrix" duly filled in. Note that this document is a high-level compliance matrix only. Bidders shall provide sufficient evidence to demonstrate competence and compliance with the requirements.
- (iii) A compatibility matrix of the proposed solution and the hardware and software components listed in the Terms of Reference;
- (iv) A draft system design and project plan and timeline to address the ToR section 3.1;
- (v) A proposed training curriculum and how the training shall be delivered to address the ToR section 3.5;
- (vi) A description of the proposed maintenance and support services, including the service level specification and a proposed frequency for which the Contractor shall provide System upgrades, to address the ToR sections 4 and 6;
- (vii) A draft risk plan addressing the requirements in ToR section 8; and
- (viii) Any other relevant issue which the Bidder would like to bring to the attention of the Commission whether or not having cost implications.

### **5. Qualifications**

Documentary evidence of the Bidder's and the project personnel's qualifications to provide the Services meeting the requirements in ToR section 4, 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.

### **6. Commission's Inputs**

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

### **7. Sub-Contractors**

The Proposal shall include names, legal status, address and qualifications of subcontractor(s), if any, involved in the Project and the scope of the subcontracted

services. The Bidder shall provide a statement that its organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT states signatories (list available on the CTBTO website at [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#).)

## 8. Work permits and Visas

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

## 9. Delivery Schedule

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

## PART II: FINANCIAL PROPOSAL

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

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

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

### Taxes

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected Bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected Bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

#### (1) *For Austrian companies*

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

#### (2) *For European Union (EU) Companies*

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

Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

*(3) For Non-EU Companies*

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

**10. Completeness and Correctness of the Proposal**

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

**11. Validity of the Proposal**

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

**12. Correction of Errors**

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

**13. Evaluation of the Proposal**

- (a) The Commission will first conduct a technical evaluation based on the criteria and method specified in **Attachment 2 – Evaluation Criteria and Method**.
- (b) The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal that ‘most effectively satisfies the technical and operational requirements set out in the solicitation. The Commission may split the award of the Contract and award more than one Contract to those Contractors who receive the highest combined score in each individual component of the Services, as applicable, and as specified in this RFP documents.

**14. Negotiations of the Proposal and Award**

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



**15. Modification and Withdrawal of the Proposal**

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

**16. The Commission’s Right to Reject the Proposal**

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

**17. Costs of preparation and submission of the Proposal**

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

**18. Proprietary Information**

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

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

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

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

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

## Attachment 1

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

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

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

#### **CRITICAL INFORMATION:**

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

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

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

Should you have any questions, please send an email to [procurement@ctbto.org](mailto:procurement@ctbto.org).

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

#### **INSTRUCTIONS:**

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

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

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

## Creating the archives for submission

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

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

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

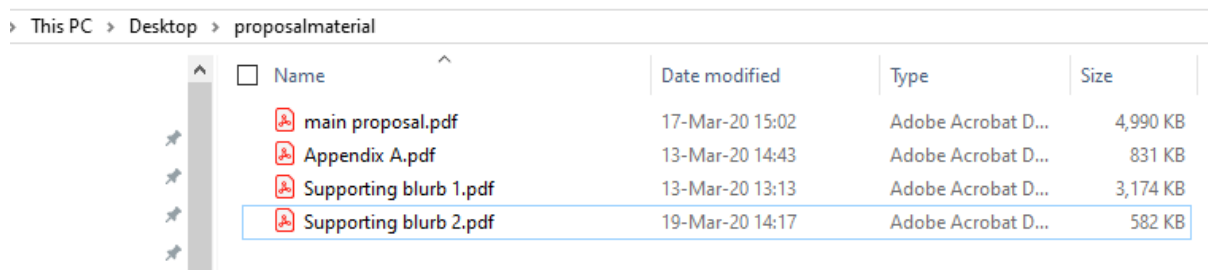


Figure 1 An example set of files to be submitted

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

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

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

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

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

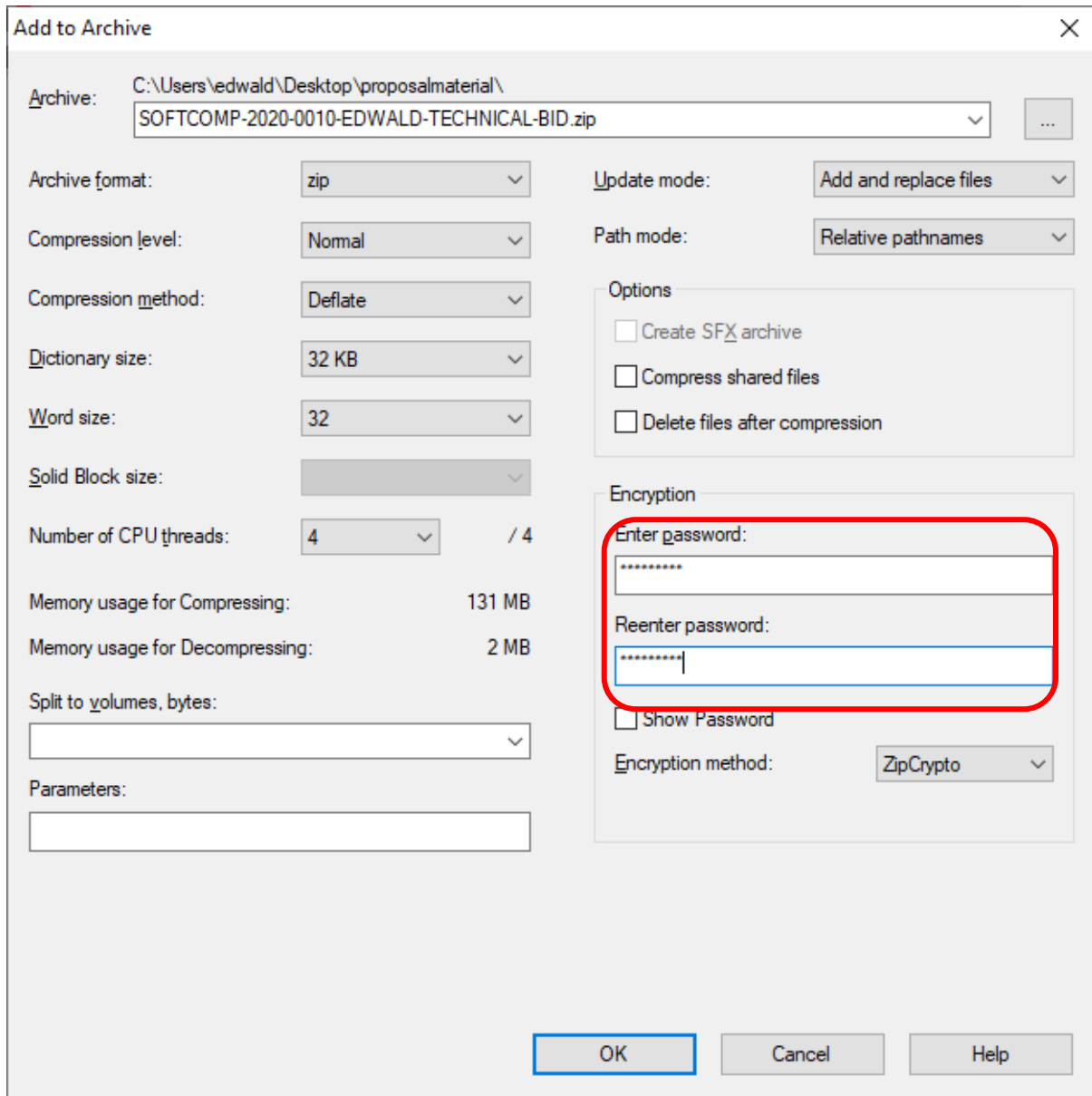


Figure 2 Creating an Archive

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

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

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

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

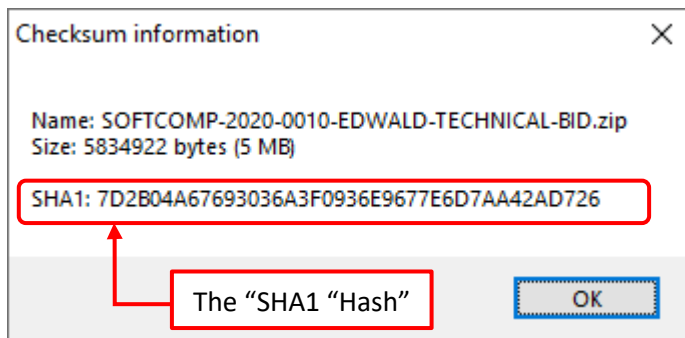


Figure 3 SHA1

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

Sidebar: How to open a CMD window in Windows:

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

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

Finally,

1. Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives. **SEND THIS TO:** [sealed\\_bids@ctbto.org](mailto: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](mailto:bid_keys@ctbto.org)

**IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Offer to the [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org) mailbox when sending your Technical and Financial Offer to the [sealed\\_bids@ctbto.org](mailto: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](mailto: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](mailto:procurement@ctbto.org).

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

**RFP 2024-0188/RICKARD**

**REPLACEMENT OF A DATA ARCHIVING SOLUTION**

**ATTACHMENT 2 - EVALUATION CRITERIA AND METHOD**

**STAGE 1: MANDATORY Requirements (PASS/FAIL)**

No.	TOR REF	1. QUALIFICATION REQUIREMENTS (PASS/FAIL)	PASS/FAIL
1	Section 3	The Contractor agrees to the overall planned project timeframe of 12 months, from the kick-off meeting.	PASS/FAIL
2	Section 3.2	The Contractor agrees to convene a one-day design workshop at the Commission's premises, no later than 4 weeks following the Effective Date.	PASS/FAIL
3	Section 4.2	The proposed solution includes support and maintenance services for a minimum five (5) years from the Commission's acceptance of the system in production.	PASS/FAIL
4	Section 4.2	The Contractor shall provide English-speaking technical support staff and technicians; All communications with respect to support and maintenance issues shall be conducted in the English language.	PASS/FAIL
5	Section 5.1	The Contractor shall be a certified reseller and authorized service partner of the data archiving software manufacturer.	PASS/FAIL
6	Section 5.1	The Contractor has successfully conducted at least one (1) migration project from Oracle HSM in the last five (5) years.	PASS/FAIL
7	Section 5.2.1	The Contractor shall appoint a Project Manager who shall act as the Commission's focal point of contact during the Project. The appointed Project Manager shall be fluent in English, possess a project management certification, minimum three (3) years of experience in managing IT projects, possess prior experience in managing at least one similar project successfully in the last five (5) years.	PASS/FAIL

**STAGE 2: WEIGHTED CRITERIA**

Only bidders who pass all above criteria will be considered for the point system evaluation (2nd stage)				
No.	TOR REF	2. TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD	Points	
			Max Points	Weighted score
		<b>Quality of the Proposal</b>		
8	Section 2	Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	5	9
9	Section 2	Understanding of the scope of work and the responsibilities of the Contractor	5	8
		<b>Subtotal</b>	<b>10</b>	<b>85</b>
		<b>Organization of the Work</b>		
No.	TOR REF		Max Points	Weighted score
10	Section 3.1	Detail and understanding of the proposed documentation forming the Initial Report	5	6
11	Section 3.5	Provision of Training services, as described in the ToR	5	3
		<b>Subtotal</b>	<b>10</b>	<b>45</b>
		<b>Software Maintenance and Support Services</b>		
No.	TOR REF		Max Points	Weighted score
12	Section 4.2	The Contractor shall provide standard manufacturer support contracts for the data archiving solution. The Contractor shall describe the proposed maintenance and support services.	5	5
13	Section 6	Scope of Maintenance, including the service level specifications.	5	3
		<b>Subtotal</b>	<b>10</b>	<b>40</b>
		<b>Grand Total</b>	<b>30</b>	<b>170</b>

The minimum acceptable Points total is 18, or a **Total Weighted Score of 102.**



EVALUATION METHOD:

1. Technical Evaluation:

The technical evaluation process will be done in two stages:

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

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

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

In order to pass this stage, bidders must obtain a Points total of 18 or a **Total Weighted Score of at least 102** and in accordance with the scoring table indicated below:

**TABLE 2**

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

2. Financial and commercial evaluation

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

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

Legend:

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

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

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

# RFP 2024-0188/RICKARD

## REPLACEMENT OF A DATA ARCHIVING SOLUTION

### Attachment 3: MINIMUM CONTENT OF TECHNICAL PROPOSAL AND TECHNICAL COMPLIANCE MATRIX

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

Part II of this document must be completed and returned as part of the Proposal.

#### Part I

Item	Minimum content
<b>1. Executive Summary</b>	Provide an overview of the proposal
<b>2. Experience, Resources and Project Management</b>	
2.1 Corporate Profile and Values	<ul style="list-style-type: none"><li>• Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc.</li><li>• Company business structure and its authority to execute all Work under the Contract.</li><li>• If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project.</li><li>• In case the Bidder requires the services of subcontractors, the Proposal shall include:<ul style="list-style-type: none"><li>a) Relationship of the Bidder's business to any subcontractor(s) that will be used.</li><li>b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization.</li><li>c) The scope of work and nature of subcontracting.</li></ul></li></ul>
2.2 Corporate Experience	The proposal should detail the Bidder's experience in executing work of similar scope and complexity.
2.3 Requirements for the Contractor	The Proposal should address and describe all requirements spelled out under Section 4 of the Terms of Reference (ToR).
<b>3. Meeting the Requirements</b>	

3.1 Understanding of the ToR	<ul style="list-style-type: none"> <li>Please describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal.</li> </ul>
<b>4. Contractor's key staff</b>	
4.1. Visa & Work Permits	Provide written confirmation that the Bidder understands and agrees to take responsibility for obtaining any Visa and/or work permits, which may be required to perform the Work under the Contract. The CTBTO does not sponsor work permits for contractors.
4.2. Documentation and Reporting	Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form.
<b>5. Model Contract</b>	
A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions.	

## Part II – Compliance Matrix

Spec Ref	Table Refers to the TOR for the Storage Maintenance	Bidder Compliance (Yes/No)	Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal
3.1	<p>Review of the current system: The Contractor shall review the current system, verify, and confirm that the existing equipment is compatible with and fully supported by the manufacturer of the products to be installed under the Contract.</p> <p>The Contractor shall provide a complete list of all software to be installed and the licenses to be provided. All licenses shall be under the name of CTBTO as licensee.</p> <p>The findings from the review shall be documented in a written "Initial Report" to be evaluated by the Commission.</p>		

	<p>The Initial Report shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• A review of the current system;</li> <li>• A list of software and licenses to be required for the new System;</li> <li>• An updated draft System design and Project plan (from the technical proposal);</li> <li>• An updated compatibility matrix report (from the technical proposal);</li> <li>• Preparation activities, proposed planning of the Project; and</li> <li>• Proposed acceptance test plans.</li> </ul>		
<p><b>3.2</b></p>	<p><b>Design Workshop:</b>  The Initial Report shall be presented to, and discussed with, the Commission’s specialists in a workshop not later than four (4) weeks after contract signature. The purpose of this workshop is to develop the final design of the System, the final Project plan, and an initial acceptance test plan, which eventually shall be implemented by the Contractor and the Commission’s specialists. This final documentation shall be approved in writing by the Commission before the Contractor commences preparation of the PoC environment. The workshop shall be held at Commissions’ premises in Vienna and is expected not to exceed one (1) day.</p>		
<p><b>3.3</b></p>	<p><b>Preparation of the PoC environment:</b>  The Contractor shall prepare the Project in accordance with the System design, Project plan, and activities as discussed and agreed in writing at the workshop.  The Contractor shall, as a minimum, install the required software and temporary licenses in a</p>		

	<p>testing environment and provide access to the product documentation to the Commission's specialists for an initial PoC.</p> <p>All development work shall be performed at the Contractor's own premises and equipment, except where previously agreed in writing by the Commission. Installation shall be implemented at the Commission's premises.</p>		
<p><b>3.4</b></p>	<p>Implementation of the PoC:</p> <p>For the implementation of the PoC, the Contractor, together with the Commission's specialists, shall:</p> <ul style="list-style-type: none"> <li>• revise the Project's acceptance test plan;</li> <li>• migrate test filesystems while reusing the existing archive data (copying metadata is acceptable);</li> <li>• avail the migrated test filesystems to selected Linux-based clients via NFS and S3 protocols;</li> <li>• execute the acceptance test plan on the PoC environment; and</li> <li>• include system recovery from scratch using Veritas NetBackup BMR (Bare Metal Restore).</li> </ul> <p>The Contractor shall prepare and provide detailed technical documentation and report on the PoC implementation at the end of the PoC.</p> <p>This report shall be used to review and finalize the System design, the Project plan and acceptance test plan that shall be used in the implementation and evaluation of the solution in production, provided that the PoC has been completed successfully.</p> <p>The PoC shall be deemed to have been completed successfully after:</p>		

	<ul style="list-style-type: none"> <li>• the evaluation of the PoC using the agreed acceptance test plan;</li> <li>• the review of the submitted documentation, as required in this ToR; and</li> <li>• the commissioning and written authorization of the implementation of the PoC by the Commission.</li> </ul>		
3.5	<p><b>Training:</b> Following the implementation of the PoC environment, the Contractor shall provide training for up to six (6) of the Commission’s specialists on the PoC environment. The objective of the training is to allow the Commission’s specialists to perform daily operational and maintenance tasks in the PoC environment. The Contractor shall provide the curriculum of the proposed training. Training shall be provided online or at the Commission’s premises, as agreed in writing by the Commission. The trainer shall be a qualified and certified trainer of the installed System and shall have demonstratable experience in working on data archiving projects.</p>		
4.1	<p><b>Implementation of the production system:</b> Following the successful completion of the PoC, the Commission shall have the right to request for the implementation of the production system through a Formal Request for Delivery (FRD) in accordance with the Contract. After the FRD has been processed completely, the Contractor together with the trained specialists shall</p> <ul style="list-style-type: none"> <li>• install the System in production;</li> </ul>		

	<ul style="list-style-type: none"> <li>• execute the acceptance test plan in production;</li> <li>• migrate data while reusing the existing archive data (copying metadata is acceptable);</li> <li>• provide a detailed final report and technical documentation of the final System; and</li> <li>• provide maintenance and support services and consultancy services as described in Section 4.2 and Section 4.3 of this ToR.</li> </ul>		
4.2	<p>Software Maintenance and Support Services: The Contractor shall provide standard manufacturer support contracts for the data archiving System for a period of five (5) years starting from the Commission’s acceptance of the System in production as described in Section 4.1 of this ToR.</p> <p>The Contractor shall perform System upgrades periodically at a frequency agreed upon in writing with the Commission’s specialists.</p> <p>The Contractor shall offer a single point of contact (including telephone “hotline” number) for support requests. In addition, read and modify access to manufacturer support portal shall be granted.</p> <p>The support services shall allow the Commission to open cases directly with the manufacturer if it so desires.</p> <p>The Contractor shall provide English-speaking technical support staff and technicians. All communications with respect to support and maintenance issues shall be conducted in the English language.</p>		
4.3	Consultancy services:		

	<p>During the five (5) year maintenance and support period referred to in Section 4.2 of this ToR, the Commission shall have the right, but not the obligation to, call-off a maximum of ten (10) person-days per year of consulting services, which the Commission may request in a Work Order, for additional services related to the scope of these Terms of Reference. The smallest unit in which person-days may be called off shall be half a day i.e. (four (4) working hours).</p>		
5.1	<p>Contractor Requirements: The Contractor shall:</p> <ul style="list-style-type: none"> <li>• Be a certified reseller and authorized service partner of the data archiving software manufacturer; and</li> <li>• have successfully conducted a migration project from Oracle HSM in the last five (5) years.</li> </ul> <p>The Contractor shall be able to conduct the Work at Commission Headquarters in the Vienna International Centre, Vienna, Austria, within the time frames and manner specified in this document.</p>		
5.2.1	<p>Requirements for Contractor's personnel: The Contractor shall appoint a Project Manager who shall act as the Commission's focal point of contact during the Project. The Project Manager shall</p> <ul style="list-style-type: none"> <li>• Possess a project management certification e.g., PMP, PRINCE2;</li> <li>• Have a minimum of three (3) years of experience in managing IT projects;</li> </ul>		



	<ul style="list-style-type: none"> <li>• Possess prior experience in managing at least one (1) similar project successfully in the last five (5) years.</li> <li>• Be fluent in English - All communication with the Commission shall be conducted in English.</li> </ul> <p>The Project Manager shall periodically share status and progress reports with the Commission at a frequency and format agreed upon in writing with the Commission.</p>		
5.2.2	<p>Required technical knowledge of other proposed personnel:</p> <ul style="list-style-type: none"> <li>• Minimum five (5) years of experience in designing, installing, and configuring data archiving solutions and migrating with Oracle HSM.</li> <li>• Professional certifications in data archiving in Linux.</li> </ul>		
6.1	<p>Scope of Maintenance:</p> <p><b>Problem Identification:</b> The Contractor shall exert best efforts to perform all fault and problem isolation for the System covered by this Contract. The Contractor shall be responsible for the identification of a problem, even if the source of the problem is different than that originally suspected or reported by the Commission.</p> <p><b>Questions and Information Request:</b> The Contractor shall exert its best efforts to provide meaningful and complete information and to answer questions from the Commission about features and functionalities, and the interaction with existing systems. Questions will be communicated to the Contractor through the same channels as the problem reports, as defined below and shall be answered in at most twenty-</p>		

	<p>four (24) hours, unless otherwise agreed in writing between the Contractor and the Commission.</p> <p><b>Remote Access:</b> If needed, the Commission will provide the Contractor the remote access to the relevant infrastructure in the Commission’s network which comprises, but is not limited to, software, servers, VLANs and databases.</p> <p>Language and Working Hours: For on-site Services provided at the CTBTO headquarters in Vienna, Austria, the working language is English and the normal weekly working hours are forty (40), Monday to Friday. The working period on a given day is based on actual needs even though the usual working hours Mondays to Fridays are between 08:30 am and 05:30 pm.</p>		
<p><b>6.2</b></p>	<p>Maintenance Types and Service Levels: Notwithstanding events caused by Force Majeure, the service levels set forth below shall be met and maintained by Contractor. Failure of the Contractor to meet or maintain these service levels may result in the Commission terminating the contract or applying the penalties defined in the “Penalties” section below.</p> <p><b>Maintenance:</b> Maintenance shall be performed mainly remotely. Any maintenance performed at the Commission’s Headquarters in Vienna (Austria) shall be agreed in writing in advance.</p> <p>Availability: The Contractor shall provide a hotline phone number, available 24 hours, 7 days a week, that the Commission can use to notify the Contractor of a problem. In addition, the Contractor shall also provide a Service Desk web portal where service requests can be lodged and tracked.</p>		

**Response Time:** The Contractor shall acknowledge and respond to the Commission within the below timeframes:

- Within 30 minutes of receiving the notification of a problem for issues classified as high priority;
- Within 1 hour of receiving the notification of a problem for issues classified as medium priority;
- Within 2 hours of receiving the notification of a problem for issues classified as low priority.

This can be done via a call back, e-mail or service desk web portal.

**Resolution:** The Contractor shall notify the Commission of the final resolution of a problem within the below timeframes:

- Within two (2) hours of acknowledging the notification of a problem for issues classified as high priority;
- Within four (4) hours of acknowledging the notification of a problem for issues classified as medium priority;
- Within one (1) day of acknowledging the notification of a problem for issues classified.

The Contractor shall provide the Commission with regular updates on the status and progress of issue resolution through the designated communication channels.

**Escalation:** The Contractor agrees that problems reported by the Commission shall be escalated to the next support level after the resolution timeframes defined above have been breached and no resolution is imminent. If the Commission

	<p>notifies the Contractor that a problem has recurred, the Contractor shall immediately escalate the problem to the next support level above the highest level reached during the previous occurrence.</p> <p><b>Problem Closure:</b> The Contractor shall notify the Commission upon resolving the problem and provide a detailed summary of the actions taken to resolve the problem. The Commission will verify resolution and provide confirmation to the Contractor. A problem will be deemed closed when normal operations have been fully restored, and when no further issues related to the problem are detected and, and when the Root Cause Analysis (RCA) report has been submitted to the Commission.</p> <p><b>Root Cause Analysis:</b> A detailed RCA report shall be provided to the Commission within five (5) business days of problem closure.</p>		
7	<p><b>Penalties:</b> The breach of any of the service levels defined in this document and/or in the corresponding service levels defined by the manufacturer shall entitle the Commission to 0.5% (half of a percent) of the cost of the Services pertaining to the provision of support services.</p> <p>The penalty amount shall be deducted from the Contractor's invoices pertaining to the support services, if applicable.</p> <p>In case of at least five (5) breaches of the required support service levels stipulated in the Contract the Commission has the right to cancel the support services under the Contract.</p>		
8	<p><b>Risk Management:</b> As per the ToR.</p>		

**RFP 2024-0188/RICKARD**  
**REPLACEMENT OF A DATA ARCHIVING SOLUTION**  
**Attachment 4: PRICE SCHEDULE FORM**

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

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

ToR #	Item	Description	Unit	Quantity	Unit Price (EUR or USD)	Total Price (EUR or USD)	Comments or explanations
3.1	Review of the current system	The Contractor shall review the current system, verify, and confirm that the existing equipment is compatible with and fully supported by the manufacturer of the products to be installed under the Contract. The Contractor shall provide a complete list of all software to be installed and the licenses to be provided. All licenses shall be under the name of CTBTO as licensee. The findings from the review shall be documented in a written "Initial Report" to be evaluated by the Commission.	Lump Sum	1		0.00	
<i>Other</i>	<i>Other</i>	<i>Please add any additional applicable items, as appropriate</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Price</i>	
3.2	Design Workshop	The workshop shall be held at Commissions' premises in Vienna and is expected not to exceed one (1) day	Lump Sum	1		0.00	
3.3	Preparation of the PoC environment	The Contractor shall prepare the Project in accordance with the System design, Project plan, and activities as discussed and agreed in writing at the workshop.	Lump Sum	1		0.00	
<i>Other</i>	<i>Other</i>	<i>Please add any additional applicable items, as appropriate</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Price</i>	
3.4	Implementation of the PoC	For the implementation of the PoC, the Contractor, together with the Commission's specialists, shall: <ul style="list-style-type: none"> <li>• Revise the Project's acceptance test plan;</li> <li>• Migrate test filesystems while reusing the existing archive data (copying metadata is acceptable);</li> <li>• Avail the migrated test filesystems to selected Linux-based clients via NFS and S3 protocols;</li> <li>• Execute the acceptance test plan on the PoC environment; and</li> <li>• Include system recovery from scratch using Veritas NetBackup BMR (Bare Metal Restore)</li> </ul> The Contractor shall prepare and provide detailed technical documentation and report on the PoC implementation at the end of the PoC.	Lump Sum	1		0.00	
<i>Other</i>	<i>Other</i>	<i>Please add any additional applicable items, as appropriate, e.g. project management</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Price</i>	
<i>Other</i>	<i>Other</i>	<i>Please add any additional applicable items, as appropriate, e.g. provision of all necessary software licenses for implementation</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Price</i>	

3.5	Training	Following the implementation of the PoC environment, the Contractor shall provide training for up to six (6) of the Commission's specialists on the PoC environment. The objective of the training is to allow the Commission's specialists to perform daily operational and maintenance tasks in the PoC environment.	Lump Sum	1	0.00	
		Training shall be provided online or at the Commission's premises, as agreed in writing by the Commission.				
<i>Other</i>	<i>Other</i>	<i>Please add any additional applicable items, as appropriate</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Price</i>
<b>Total Price in EUR or USD (DAP, door-to-door, excluding taxes**)</b>						

ToR #	(OPTIONAL) Items	Description	Unit	Quantity	Unit Price (EUR or USD)	Total Price (EUR or USD)	Comments or explanations
4.1	(Optional) Implementation of the production system	Following the successful completion of the PoC, the Commission will request for the implementation of the production system through a Formal Request for Delivery (FRD) in accordance with the Contract <ul style="list-style-type: none"> <li>• Install the System in production;</li> <li>• Execute the acceptance test plan in production;</li> <li>• Migrate data while reusing the existing archive data (copying metadata is acceptable);</li> <li>• Provide a detailed final report and technical documentation of the final System;</li> <li>• Provide maintenance and support services and consultancy services as described in Sections 4 of this ToR.</li> </ul>	Lump Sum	1		0.00	
<i>Other</i>	<i>Other</i>	<i>Please add any additional applicable items, as appropriate, e.g. migration of metadata and relevant data from Oracle SAM-FS</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Price</i>	
4.2	(Optional) Software Maintenance and Support Services	The Contractor shall provide standard manufacturer support contracts for the data archiving System for a period of five (5) years starting from the Commission's acceptance of the System in production as described in Section 3 of this ToR.	Per Year	5		0.00	
4.3	(Optional) Consultancy Services	In addition to the Support services described in Section 4.2 of this ToR, the Commission shall have the right, but not the obligation to, call-off a maximum of ten (10) man-days per year of consulting services, which the Commission may request in a Work Order, for additional services related to the scope of these Terms of Reference	Daily rate	1		0.00	
<i>Other</i>	<i>Other</i>	<i>Please add any additional applicable items, as appropriate</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Price</i>	
<i>Other</i>	<i>Other</i>	<i>Please add any additional applicable items, as appropriate</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Price</i>	

#### Instructions

##### Understand the Columns:

Item: This column lists the items that need to be priced.

Description: This column provides a detailed description of each item, as per the ToR.

Unit: This column specifies the unit of measurement for each item (e.g., Lump Sum, Per Inspection, Per Year).

Quantity: This column indicates the quantity required for each item.

Unit Price (EUR or USD): This column is where you will input the price per unit for each item.

Total Price (EUR or USD): This column will automatically calculate the total price based on the unit price and quantity.

**Input Unit Prices:**

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

Specify either EUR or USD

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

**Verify Total Prices:**

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

Kindly provide the cost breakdown on the separate sheet

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

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

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





## STATEMENT OF CONFIRMATION

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

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

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Place (City and Country): \_\_\_\_\_

Date: \_\_\_\_\_

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

# MODEL CONTRACT

between

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

and

(INSERT NAME OF THE CONTRACTOR)

for

the provision of services pertaining to  
THE REPLACEMENT OF A DATA ARCHIVING SOLUTION

This Contract comprises this cover page, a table of contents, nine (9) pages of text, a signatories page, a List of Annexes, and four (4) Annexes (A to D)

October 2024

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## MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

### 1. DEFINITIONS

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

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

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

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

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

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

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

“**FRD**” means a Formal Request for Delivery to be issued by the Commission specifying goods and/or services to be provided by the Contractor upon request by the Commission in accordance with the provisions of the Contract and Annexes C and D.

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

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

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

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

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

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

## 2. AIM OF THE CONTRACT

The aim of this Contract is to provide goods and services, namely, the replacement of a data archiving solution and related maintenance services on a call-off basis (hereinafter referred to as the “**Services**” or “**Work**”), to the Commission.

## 3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

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

## 4. COMMENCEMENT AND COMPLETION OF THE WORK

- (i) Regarding the firm Services within the meaning of Section 3.1 to Section 3.5 of Annex C, the Contractor shall complete the Work with the relevant timelines specified in Section 5.1 of Annex B.
- (ii) Regarding the optional Work and/or Services within the meaning of Section 4 of Annex C, the Commission shall have the right, but not obligation, to call-off the Work in the form of FRD within a period of five (5) years as per timelines specified in Section 5.1 of Annex B (hereinafter referred to as the “**Call-off Period**”). The commencement and completion date for the performance of the Work (hereinafter referred to as “**Commencement Date**” and “**Completion Date**”, respectively) will be set out in the respective FRD.

## 5. STANDARD OF WORK

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

## 5. RESPONSIBILITIES OF THE CONTRACTOR

- (a) The Contractor shall provide the Services described in Annexes C and D.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Services under this Contract. The key persons shall be available for possible tasks related to the Services throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex B.
- (c) The Contractor shall provide the Software and Services described in Annexes C and D. All Software provided will be governed by the License Agreement attached as Annex A.
- (d) The Contractor shall provide any Work described as optional items in Annexes C and D in accordance with the relevant FRD.

## 6. ORGANISATION OF CONTRACT IMPLEMENTATION

### (a) Firm Services (Sections 3.1 to 3.5 of Annex C)

The firm Services shall be implemented in four (4) stages in accordance with Annex C.

Stage 1 - Review of current system and planning and preparation of a proof-of-concept (PoC) environment;

Stage 2 - Implementation of the PoC;

Stage 3 - Training; and

Stage 4 - Installation and deployment of the System in the production environment.

### (b) Optional Software, Optional Services, and Options (Section 4 of Annex C)

(i) During the term of the Contract, the Commission has the right, but not the obligation, to order optional Work through the issuance of FRDs based on the firm fixed unit price set out in Annex D. The Contractor shall not perform any such support Work and/or Services if not requested by the Commission through the FRD.

(ii) A FRD issued by the Commission shall be the basis for acceptance, invoicing, and payment of any on-request optional Work performed by the Contractor.

(iii) The performance of the optional Work shall be made in full in accordance with the respective FRD. Partial performance/delivery of the FRD will not be accepted and reimbursed without prior written agreement by the Commission.

(iv) The optional Work shall be performed at the place and within the approved Work Plan specified in the relevant FRD.

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

## 7. WARRANTY

(a) The provisions of Clause 28 of Annex B shall apply to the Services performed by the Contractor.

(b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of the Contractor.

## 8. PERMITS, NOTICES, LAWS AND ORDINANCES

(a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.

(b) The Contractor shall give all notices required by the nature of the Work.



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

## **9. PROTECTION OF PERSONS AND PROPERTY**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
  - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
  - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
  - (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex B.

## **10. RESPONSIBILITIES OF THE COMMISSION**

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Services are carried out in accordance with Annexes C and D, 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:
- (i) For the firm Services referred to in Clause 4(i) above, the firm fixed price of **[insert firm fixed price amount in numbers and letter]**;
  - (ii) for each FRD issued during the Call-off Period, the firm fixed unit prices pursuant to Annex D for the Work specified in Clause 4(ii) above;

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

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

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

**OR**

No Taxes are applicable under this Contract.

## 12. PAYMENT

- (a) The Contract Price shall be paid upon satisfactory completion of the firm Services and Software and satisfactory completion of each FRD and submission of the following:
- i) Invoice drawn up in accordance with this Clause 12;
  - ii) Any other documentation that might be required under the applicable FRD.

The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 12(d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.

- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Contractor's official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission's email address specified in Clause 21 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

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

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

### **13. TEMPORARY SUSPENSION OF WORK**

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

### **14. DELAYS AND EXTENSION OF TIME**

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

**15. CONTRACTOR'S CLAIMS AND REMEDIES**

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

**16. ENTIRE AGREEMENT**

This Contract represents the final agreement in respect of the Services and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to D and any relevant FRD 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 License Agreement (Annex A);
- iii. The Commission's General Conditions of Contract (Annex B);
- iv. The Commission's Terms of Reference (Annex C);
- v. The Contractor's Proposal (Annex D);
- vi. 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 Contractor and of the Commission.

**21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS**

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

- (a) The Commission:

For Contractual Issues:

*Chief, Procurement Section*

*Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization  
(CTBTO)*

*Vienna International Centre*

*Wagramerstrasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

*Tel: + (43 1) 26030 6350*

*E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)*

For the submission of invoices:

*Accounts Payable*

*CTBTO Financial Services Section*

*Vienna International Centre*

*Wagramerstrasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

*Tel: + (43 1) 26030 6292*

*E-Mail: [Payable\\_Invoices@ctbto.org](mailto:Payable_Invoices@ctbto.org)*

For invoice and payment related enquiries:

[Payments@ctbto.org](mailto:Payments@ctbto.org)

- (b) The Contractor

*Name:*

*Address:*

*Tel:*

*Email:*

## 22. EFFECTIVENESS

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

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

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

---

[Name and Position]

Date: \_\_\_\_\_

Place: Vienna, Austria.

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

---

[Name and Position]

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## **LIST OF ANNEXES**

**ANNEX A:** THE COMMISSION'S LICENSE AGREEMENT

**ANNEX B:** THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

**ANNEX C:** THE COMMISSION'S TERMS OF REFERENCE

**ANNEX D:** THE CONTRACTOR'S PROPOSAL

**ANNEX A**

**LICENSE AGREEMENT**

**1. PREAMBLE**

- 1.1. This License Agreement is part of the Contract entered between the Commission and the Contractor (hereinafter collectively referred to as the “Parties”).
- 1.2. The Contractor certifies that it has a right to grant a license (hereinafter referred to as the “License”) to the software (hereinafter referred to as the “Software”) and relevant documentation (hereinafter referred to as the “Documentation”) under this License Agreement, while the manufacturer of the Software retains all intellectual property rights to the Software and Documentation.
- 1.3. The Contractor is willing to grant and the Commission desires to acquire a non-exclusive, non-transferable and irrevocable License as provided below.
- 1.4. The Parties hereto have agreed as follows.

**2. DEFINITIONS**

As used herein, the following terms shall have the following definitions:

- 2.1. “License Agreement” means the present document.
- 2.2. “License” means the license to the Software and Documentation granted under this License Agreement.
- 2.3. “Documentation” means the manufacturer’s copyrighted materials that document functions of the Software.
- 2.4. “Effective Date” means the date of the last signature by the representatives of the Parties of the Contract, on which the Contract shall enter into force.
- 2.5. “Eligible Users” means the Commission’s employees and/or direct contractors.

- 2.6. “Software” means the software listed in the Contract.

Capitalized terms shall have the same meaning as defined in the Contract and the General Conditions of Contract, unless expressly otherwise defined herein.

**3. GRANT OF RIGHTS AND LICENSES**

- 3.1. The Contractor hereby grants the Commission a non-exclusive, non-transferable, irrevocable License to use the Software and Documentation, under the terms and conditions set forth herein.
- 3.2. The Commission is authorized to use the Software and Documentation only for activities related to the fulfilment of mandate and purposes of the CTBT including the performance of services of the Commission’s own commercial and/or government customers. The Commission is not authorized to sublicense, distribute, sell, or grant access to the Software, or integrate it into products or computer software programs of third parties unless required for the performance of activities related to its mandate.
- 3.3. Access to, and use of, the Software is restricted to Eligible Users.
- 3.4. The Commission agrees to protect the Software and the Documentation from use by, or disclosure or distribution to, persons who are not Eligible Users.
- 3.5. The Commission is authorized to make copies of the Documentation provided by the Contractor only for internal distribution. Copies of the Software may be made by the Commission only for back-up and archival purposes.
- 3.6. The Commission agrees not to remove or destroy any proprietary markings, restrictive legends, or intellectual property



notices on or in the Software and Documentation.

- 3.7. All title, ownership rights and intellectual property rights in and to the Software and the Documentation shall remain with the manufacturer. The Commission acquires no title, right or interest in the Software or the Documentation, other than the License(s) specifically granted herein by the Contractor and the title to the media upon which the Software is delivered.

#### **4. SUPPLY OF SOFTWARE AND DOCUMENTATION**

- 4.1. The Contractor shall supply to the Commission a properly functioning and fully tested Software system, as well as its new versions, releases and/or upgrades.
- 4.2. The Contractor shall provide the Commission with the Documentation, as well as catalogues and other descriptive literature with respect to the Software and its new versions, releases and/or upgrades.

#### **5. WARRANTY**

- 5.1. The Contractor warrants that the licensing and use of the Software by the Commission in accordance with the terms of this License Agreement shall not infringe any copyright, patent or registered design rights of any third party.

#### **6. INDEMNITY**

- 6.1. If any claims of copyright infringement are asserted against the Commission by virtue of the infringement by the Contractor of a third party intellectual property rights through the grant of this Software License, the Contractor agrees, upon written notification of such claim by the Commission, to indemnify, hold and save harmless the Commission from and against all such suits, claims, demands and liability, including costs and expenses incurred by the Commission. The Commission shall give the Contractor due notice in writing of any such claim and, without prejudice to the Commission's privileges and immunities under international law, the Commission shall give the Contractor the opportunity to defend the Commission against any such claim at its discretion.
- 6.2. If, as a result of any claim, suit or proceeding so defended, any of the Software is held to constitute an

infringement or its use by the Commission is enjoined, the Contractor shall, at its option and expense, either (i) procure for the Commission the right to continue using said Software; (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify it so that it becomes non-infringing.

- 6.3. If the violation of Software rights is the result of the use of the Software in combination with other products not delivered by the Contractor, then the Contractor shall not be held liable.

#### **7. INSOLVENCY AND BANKRUPTCY**

- 7.1. Should the Contractor become insolvent or be adjudged bankrupt, the Commission, after having paid the Contract Price, will retain the License to use the Software, whether or not the Commission elects to terminate the Contract under Clause 21 of the General Conditions of Contract.

# ANNEX C

## TERMS OF REFERENCE

For the Replacement of a Data Archiving Solution

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## 1 Introduction

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

### 1.1 Background

One fundamental task of the Commission is to provide States Parties with equal, open, timely and convenient access to agreed products and services to support their national Comprehensive Nuclear-Test-Ban Treaty (CTBT) verification requirements. To meet this task, the International Data Centre (IDC) performs a large fraction of the computationally intensive technical work required by most States Parties.

This includes collecting and archiving data from the International Monitoring System (IMS) sensors and other sources to a data archiving system on Oracle SAM-FS backed by a Mass Storage System (MSS). In 2019, Oracle announced the End of Sale for Oracle SAM-FS and in 2024, the end of extended support for Oracle Hierarchical Storage Manager (HSM). Due to this, the Commission finds it necessary to replace Oracle HSM with a new data-archiving solution (hereinafter referred to as the “System”).

## 2 Scope of work

The Commission desires to engage a Contractor to design, install, integrate, migrate data, and provide support and maintenance for a new System to replace the existing archiving system on Oracle SAM-FS (hereinafter referred to as the “Project”), initially installed in 2001. The System shall reuse the data stored by Oracle HSM on tape and disk and import the metadata from the current Oracle HSM file systems.

The scope of the work under the Contract includes:

- A draft System design and Project plan (to be submitted alongside the technical proposal);
- Project management of the entire Project;
- Provision of all the necessary software licenses for the implementation;
- Design, installation and configuration of the System on the Commission’s virtualized environment based on VMware;
- Deployment providing highly available data access to Linux based clients via NFS and S3 protocols;
- Provision of five (5) year maintenance and support for all items requested under the Contract;
- Migration of metadata and any other relevant and required data from Oracle SAM-FS. Data migration, however, should be kept at a minimum, by reusing the existing archive data; and
- Supporting the integration of the new solution into the Commission’s monitoring, backup and logging systems.

The acquisition of new Hardware is not under the scope of the Contract.

The acquisition of Red Hat licenses is not under the scope of the Contract.

The Project shall be implemented in four stages:

1. Planning and preparation of a proof-of-concept (PoC) environment (see Sections 3.1, 3.2, 3.3 of these ToR);
2. Implementation of the PoC (see Section 3.5 of these ToR);
3. Training (see Section 3.6 of these ToR); and
4. Installation and deployment of the System and setup of a highly available data archiving system that is fully supported by the manufacturer, at the latest software version, and that provides data to the Linux-based clients via NFS and S3, in the production environment (see Section 3.6 of these ToR).

The last stage, the installation and deployment of a data archiving System in the production environment, shall only be done after the successful implementation and evaluation of the PoC environment.

## 2.1 Description of the current system

The Commission's current data archiving system consists of an Oracle Solaris Cluster (version 4.3.11.2.0 for Solaris 11) comprised of:

- Two Sparc S7-2 Server, each configured with
  - Oracle Solaris 11.3.36.13.0
  - Oracle Solaris Cluster 4.3.11.2.0
  - HA-NFS and HA-SAM (SamFS Version 6.1.45k1)
- Connected via two Brocade DCX6-4 to
  - One Hitachi Data Systems VSP G1500 (holding configuration, cache and SamFS 1<sup>st</sup> copy). The Commission is currently in the process of moving this data to NFS storage provided by NetApp AFF A900 and C800 systems and removing the Brocade DCX6-4.
- Connected via two Brocade G620v2 Gen6 to
  - One Oracle SL3000 Tape Library with Dual Robot and two T10000D (holding SamFS 2<sup>nd</sup> copy), later LUNs from NetApp AFF A900 and C800 will be provided over these switches.
- It has 14 file systems with 18 archive sets configured as follow
  - 1 with 1 disk copy;
  - 1 with 1 temporary disk copy and 1 tape copy;
  - 1 with 1 disk copy and 1 tape copy;
  - 6 with 2 disk copies; and
  - 9 with 1 disk copy and 1 tape copy and a temporary disk copy.

A copy of mcf and archiver.cmd files can be provided on request.

The archive system protects 350 TB of data, consisting of 200 million files, with each file having multiple copies. SamFS staging is used to move data between cache and archive systems. One part of the archive system is used as a cold archive for data preservation (writing frequently, infrequent reading), the other as active file system, but older files are read rarely.

## 2.2 Hardware

The Contractor shall design the proposed solution using the following hardware components, as provided by the Commission.

Purpose	Description
<b>SAN Switch</b>	Brocade G620v2 Gen6 (Kernel: 4.1.35rt41, Fabric OS: v9.1.1b )
<b>Block Storage</b>	NetApp AFF A900 + AFF C800
<b>NAS</b>	NetApp AFF A900 + AFF C800
<b>Tape Library</b>	SL3000
<b>Network</b>	CISCO Nexus 10G Ethernet infrastructure
<b>Tape Drive</b>	T10000D
<b>Media Types</b>	T10000B, T10000D
<b>Server</b>	ThinkSystem SR860 V2 4 Xenon Platinum 8380H 2.9 GHz CPUs; VMware ESXi 8.0.2 With 2 QLogic 16Gb Enhanced Gen5 FC Single-port HBA
<b>Load Balancer</b>	BIG-IP i5800 Sys::Version BIG-IP 17.1.1.1

## 2.3 Software

The table below lists the software currently in use by the Commission which the Contractor shall incorporate when defining the solution.

Purpose	Description
<b>Hypervisor</b>	VMware ESXi 8.x
<b>Guest VM OS</b>	Minimum RHEL 8.6, Preferred RHEL 9.1 or higher

## 2.4 Further requirements for hardware and software

Existing hardware and software components shall be used to the maximum extent.

The Contractor shall maintain up to date the compatibility matrix report of the proposed solution and the hardware and software components listed in these Terms of Reference in case of any changes to the compatibility matrix report part of the Contractor's Proposal (Annex D of the Contract).

In the event that at any stage of the Project the Contractor considers that an important or necessary item should be included/removed/modified, and which is not listed in the Contractor's Proposal (Annex D of the Contract), this shall be clearly indicated and, if necessary, included as additional items with a clear written justification or explanation. If approved by the Commission required, any additional software item not listed in the Contractor's Proposal (Annex D of the Contract) may be ordered by the Commission through Formal Request for Delivery (FRD); such additional item(s) shall be then be integrated as part of the final solution, as applicable.

### 3 Organization of the Work

The Project shall start by means of a kick-off meeting to be held no later than two (2) weeks after Contract signature.

The overall planned project timeframe, from the kick-off meeting to the deployment of the new System in production, is twelve (12) months.

The Project shall be considered complete following the:

- Evaluation, by the Commission, of the fully configured and installed PoC solution and delivery of the complete technical documentation (Final Report), and/or
- Acceptance by the Commission of the fully configured and installed solution in production and delivery of the complete technical documentation (Final Report), in the event the Project proceeds past the PoC stage.

The Contractor is requested to provide the following activities.

#### 3.1 Review of the current system

The Contractor shall review the current system, verify, and confirm that the existing equipment is compatible with and fully supported by the manufacturer of the products to be installed under the Contract.

The Contractor shall provide a complete list of all software to be installed and the licenses to be provided. All licenses shall be under the name of CTBTO as licensee.

The findings from the review shall be documented in a written “Initial Report” to be evaluated by the Commission.

The Initial Report shall include, but not be limited to:

- A review of the current system;
- A list of software and licenses to be required for the new System;
- An updated draft System design and Project plan (from the technical proposal);
- An updated compatibility matrix report (from the technical proposal);
- Preparation activities, proposed planning of the Project; and
- Proposed acceptance test plans.

#### 3.2 Design Workshop

The Initial Report shall be presented to, and discussed with, the Commission’s specialists in a workshop not later than four (4) weeks after contract signature. The purpose of this workshop is to develop the final design of the System, the final Project plan, and an initial acceptance test plan, which eventually shall be implemented by the Contractor and the Commission’s specialists. This final documentation shall be approved in writing by the Commission before the Contractor commences preparation of the PoC environment.

The workshop shall be held at Commissions' premises in Vienna and is expected not to exceed one (1) day.

### 3.3 Preparation of the PoC environment

The Contractor shall prepare the Project in accordance with the System design, Project plan, and activities as discussed and agreed in writing at the workshop.

The Contractor shall, as a minimum:

- install the required software and temporary licenses in a testing environment and provide access to the product documentation to the Commission's specialists for an initial PoC.

All development work shall be performed at the Contractor's own premises and equipment, except where previously agreed in writing by the Commission. Installation shall be implemented at the Commission's premises.

### 3.4 Implementation of the PoC

For the implementation of the PoC, the Contractor, together with the Commission's specialists, shall:

- Revise the Project's acceptance test plan;
- Migrate test filesystems while reusing the existing archive data (copying metadata is acceptable);
- Avail the migrated test filesystems to selected Linux-based clients via NFS and S3 protocols;
- Execute the acceptance test plan on the PoC environment; and
- include system recovery from scratch using Veritas NetBackup BMR (Bare Metal Restore)

The Contractor shall prepare and provide detailed technical documentation and report on the PoC implementation at the end of the PoC.

This report shall be used to review and finalize the System design, the Project plan and acceptance test plan that shall be used in the implementation and evaluation of the solution in production, provided that the PoC has been completed successfully.

The PoC shall be deemed to have been completed successfully after:

- the evaluation of the PoC using the agreed acceptance test plan;
- the review of the submitted documentation, as required in this ToR; and
- the commissioning and written authorization of the implementation of the PoC by the Commission.

### 3.5 Training

Following the implementation of the PoC environment, the Contractor shall provide training for up to six (6) of the Commission's specialists on the PoC environment. The objective of the training is to allow the Commission's specialists to perform daily operational and maintenance tasks in the PoC environment.



The Contractor shall provide the curriculum of the proposed training.

Training shall be provided online or at the Commission's premises, as agreed in writing by the Commission.

The trainer shall be a qualified and certified trainer of the installed System and shall have demonstratable experience in working on data archiving projects.

## 4 Optional Services

### 4.1 Implementation of the production system

Following the successful completion of the PoC, the Commission shall have the right to request for the implementation of the production system through a Formal Request for Delivery (FRD) in accordance with the Contract.

After the FRD has been processed completely, the Contractor together with the trained specialists shall;

- install the System in production;
- Execute the acceptance test plan in production;
- Migrate data while reusing the existing archive data (copying metadata is acceptable);
- Provide a detailed final report and technical documentation of the final System;
- Provide maintenance and support services and consultancy services as described in Section 4.2 and Section 4.3 of this ToR.

### 4.2 Software Maintenance and Support Services

Should the Commission exercise the option described in Section 4.1 above, and subject to the provisions of the relevant FRD issued by the Commission, the Contractor shall provide standard manufacturer support contracts for the data archiving System for a period of five (5) years starting from the Commission's acceptance of the System in production as described in Section 4.1 of this ToR.

The Contractor shall perform System upgrades periodically at a frequency agreed upon in writing with the Commission's specialists.

The Contractor shall offer a single point of contact (including telephone "hotline" number) for support requests. In addition, read and modify access to manufacturer support portal shall be granted.

The support services shall allow the Commission to open cases directly with the manufacturer if it so desires.

The Contractor shall provide English-speaking technical support staff and technicians. All communications with respect to support and maintenance issues shall be conducted in the English language.

### 4.3 Consultancy services

During the five (5) year maintenance and support period referred to in Section 4.2 of this ToR, the Commission shall have the right, but not the obligation to, call-off a maximum of ten (10) person-days of consulting services per year, which the Commission may request in the form of a FRD, for additional services related to the scope of these Terms of Reference.

The smallest unit in which person-days may be called off shall be half a day i.e. (four (4) working hours).

## 5 Requirements for the Contractor and its personnel

### 5.1 Contractor Requirements

The Contractor shall:

- Be a certified reseller and authorized service partner of the data archiving software manufacturer ; and
- ;
- have successfully conducted at least one (1) migration project from Oracle HSM in the last five (5) years.

Unless otherwise agreed in writing by the Commission, the Contractor shall be able to conduct the Work at Commission Headquarters in the Vienna International Centre, Vienna, Austria, within the time frames and manner specified in this document.

Activity	Timeline
Entry into force of the Contract (Effective Date)	Estimated December 2024.
Kick-off meeting	Within two (2) weeks of the Effective Date.
Design Workshop	Not later than four (4) weeks following the Effective Date.
Preparation of the PoC	Timeline to be mutually agreed with Contractor following the Design Workshop.
Implementation of the PoC	Timeline to be mutually agreed with Contractor following the Design Workshop.
Training	Within two (2) weeks of the Implementation of the PoC.
Deployment of new System into production	Within twelve (12) months of the kick-off meeting.
Maintenance and Support Services	For a period of five (5) years following the deployment of the new System in production and system acceptance.

### 5.2 Requirements for the Contractor's personnel

#### 5.2.1 Roles and responsibilities

The Contractor shall appoint a Project Manager who shall act as the Commission's focal point of contact during the Project.

The Project Manager shall:

- Possess a project management certification e.g., PMP, PRINCE2;
- Have a minimum of three (3) years of experience in managing IT projects;
- Possess prior experience in managing at least one (1) similar project successfully in the last five (5) years.
- Be fluent in English - \All communication with the Commission shall be conducted in English.

The Project Manager shall periodically share status and progress reports with the Commission at a frequency and format agreed upon in writing with the Commission.

#### 5.2.2 Required technical knowledge of other proposed personnel

- Minimum five (5) years of experience in designing, installing, and configuring data archiving solutions and migrating with Oracle HSM.
- Professional certifications in data archiving in Linux.

## 6 Service Level Specifications

For the Software Maintenance and support, the Contractor shall meet at least the service level defined in this section.

### 6.1 Scope of Maintenance

**Problem Identification:** The Contractor shall exert best efforts to perform all fault and problem isolation for the System covered by this Contract. The Contractor shall be responsible for the identification of a problem, even if the source of the problem is different than that originally suspected or reported by the Commission.

**Questions and Information Request:** The Contractor shall exert its best efforts to provide meaningful and complete information and to answer questions from the Commission about features and functionalities, and the interaction with existing systems. Questions will be communicated to the Contractor through the same channels as the problem reports, as defined below and shall be answered in at most twenty-four (24) hours, unless otherwise agreed in writing between the Contractor and the Commission.

**Remote Access:** If needed, the Commission will provide the Contractor the remote access to the relevant infrastructure in the Commission's network which comprises, but is not limited to, software, servers, VLANs and databases.

**Language and Working Hours:** For on-site Services provided at the CTBTO headquarters in Vienna, Austria, the working language is English and the normal weekly working hours are forty (40), Monday to Friday. The working period on a given day is based on actual needs even though the usual working hours Mondays to Fridays are between 08:30 am and 05:30 pm.

### 6.2 Maintenance Types and Service Levels

Notwithstanding events caused by Force Majeure, the service levels set forth below shall be met and maintained by Contractor. Failure of the Contractor to meet or maintain these service levels may

result in the Commission terminating the contract or applying the penalties defined in the "Penalties" section below.

**Maintenance:** Maintenance shall be performed mainly remotely. Any maintenance performed at the Commission's Headquarters in Vienna (Austria) shall be agreed in writing in advance.

**Availability:** The Contractor shall provide a hotline phone number, available 24 hours, 7 days a week, that the Commission can use to notify the Contractor of a problem. In addition, the Contractor shall also provide a Service Desk web portal where service requests can be lodged and tracked.

**Response Time:** The Contractor shall acknowledge and respond to the Commission within the below timeframes

- Within 30 minutes of receiving the notification of a problem for issues classified as high priority
- Within 1 hour of receiving the notification of a problem for issues classified as medium priority
- Within 2 hours of receiving the notification of a problem for issues classified as low priority

This can be done via a call back, e-mail or service desk web portal.

**Resolution:** The Contractor shall notify the Commission of the final resolution of a problem within the below timeframes

- Within two (2) hours of acknowledging the notification of a problem for issues classified as high priority
- Within four (4) hours of acknowledging the notification of a problem for issues classified as medium priority.
- Within one (1) day of acknowledging the notification of a problem for issues classified as low priority.

The Contractor shall provide the Commission with regular updates on the status and progress of issue resolution through the designated communication channels.

**Escalation:** The Contractor agrees that problems reported by the Commission shall be escalated to the next support level after the resolution timeframes defined above have been breached and no resolution is imminent. If the Commission notifies the Contractor that a problem has recurred, the Contractor shall immediately escalate the problem to the next support level above the highest level reached during the previous occurrence.

**Problem Closure:** The Contractor shall notify the Commission upon resolving the problem and provide a detailed summary of the actions taken to resolve the problem. The Commission will verify resolution and provide confirmation to the Contractor. A problem will be deemed closed when normal operations have been fully restored, and when no further issues related to the problem are detected and, and when the Root Cause Analysis (RCA) report has been submitted to the Commission.

**Root Cause Analysis:** A detailed RCA report shall be provided to the Commission within five (5) business days of problem closure.

## 7 Penalties

The breach of any of the service levels defined in this document and/or in the corresponding service levels defined by the manufacturer shall entitle the Commission to 0.5% (half of a percent) of the cost of the Services pertaining to the provision of support services.

The penalty amount shall be deducted from the Contractor's invoices pertaining to the support services, if applicable.

In case of at least five (5) breaches of the required support service levels stipulated in the Contract the Commission has the right to cancel the support services under the Contract.

## 8 Risk Management

The Contractor shall provide an updated thorough risk assessment plan at the commencement of the Contract to identify potential risks that could impact the successful execution of the implementation activities outlined in this 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 client, thereby contributing to the knowledge repository for forthcoming similar projects.