


REQUEST FOR PROPOSAL

JS

To: ALL BIDDERS

CTBTO Ref. No.: 2014-0342/SOW 
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Attn:

Phone:

Fax:

Email:

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

Fax No.: +43 (1) 26030 5948

E-mail: procurement@ctbto.org

Date: 22 Oct 14

Subject: Supply and Delivery of Oracle Identity Management Server

Deadline for Submission: 13 Nov 14

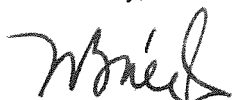
Vienna Local Time: 17:00

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 fax or email as soon as possible.

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

Yours Sincerely,



Neris Baez Garcia de Mazzora
Chief, Procurement Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2014-0342	Closing Date: 13 Nov 14
Title: Supply and Delivery of Oracle Identity Management Server	Vienna Local Time: 17:00

Procurement Staff: Sow

CTBTO Req. No.: 0010000457

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 telefax
+43-1-26030-5948

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;
- ___ we consider the funds are insufficient to carry out the work required;
- ___ other (please specify) _____

Company Name: _____

Contact Name: _____

Email/Tel: _____

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

The Commission is seeking capabilities, which can supply and deliver the Equipment as specified in the attached documentation at a reasonable cost.

The Proposal shall meet all requirements stated in these Instructions and the Terms of Reference. The bidders may also present an alternative technical and related cost Proposal, which would result in higher performance, better quality and a more economical solution, provided that the required technical performance specifications are fully met.

In case of an award, the following documents shall govern the Purchase Order and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:

- (a) The Purchase Order;
- (b) The Commission's General Conditions of Contract (Annex A to the Purchase Order)
- (c) The Commission's Terms of Reference (Annex B to the Purchase Order);
- (d) The Bidder's Proposal (Annex C to the Purchase Order).

2. Documents included in this request for Proposal (RFP)

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals
- (c) Vendor Profile Form
- (d) List of CTBTO Member States
- (e) The Commission's General Conditions of Contract (Annex A)
- (f) The Terms of Reference (Annex B)
- (g) Statement of Confirmation

3. Language of the Proposal

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

4. Format and Submission of the Proposal

- (a) The Proposal shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Proposal shall not contain any interlineation, erasures or overwriting except as necessary to correct errors, in which case such corrections shall be initialed by the authorized person(s) signing the Proposal.
- (b) The Proposal shall be submitted in **one sealed envelope**, containing 1 (one) original and 2 (two) copies, each clearly marked as an "Original Proposal" or "Copy of Proposal." In the event of any discrepancy between the documents, the original shall prevail.

- (c) The sealed envelope shall be clearly marked as follows:

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

CLOSING DATE: *[Date indicated in Letter of Invitation]*

CTBTO REF. NO.: *[Number indicated in the Letter of Invitation]*

"DO NOT OPEN BEFORE THE CLOSING DATE"

Proposals sent by fax or e-mail - even if they are submitted before the Closing Date as an "Electronic Advance Copy" for the subsequent submission of the same Proposal as a hard copy - will not be considered and may lead to the rejection of the bidder from the procurement process.

5. Mailing Address and Closing Date

- (a) The Proposal shall be sent to the following addressee:

Chief, Procurement Section
Room E0524
CTBTO, Vienna International Centre
Wagramer Strasse 5
A-1400 Vienna
AUSTRIA

- (c) The Proposal shall be received by the above-mentioned addressee 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 require. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case no later than 7 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re RFP No. 2014-0342/SOW

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

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

7. Eligible Goods and Services

The goods and services to be rendered under the Purchase Order shall have their origin in the Member States of the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO), the list of which is attached to this RFP. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

8. Type of Contract and Payment

The Commission intends to conclude a firm fixed price Purchase Order based on the Commission's Purchase Order. The terms and conditions of payment are as follows:

Goods/Equipment (payment in arrears upon acceptance):

Within 30 days of receipt and acceptance of the goods/services and of the following documents:

- (1) An invoice showing the firm fixed price of the relevant items in the Purchase Order. The Supplier shall submit the invoice in 1 (one) original and 2 (two) copies or electronically, from the Supplier's official e-mail address in PDF format, duly signed and sealed by the Supplier and submitted to the Commission's email address specified in the Purchase Order. The invoice shall contain detailed banking instructions, including the name and address of the Supplier's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer;
- (2) Delivery Note acknowledged by VIC Receiving Area staff, showing all the items delivered;
- (3) Acknowledgement Copy of the Purchase Order with Supplier's signature;
- (4) The Supplier's certificate, counter-signed by the Commission's staff, confirming the successful completion of the installation; and
- (5) Any other relevant documents.

Soft-/Hardware Support (payment in advance upon invoice):

Within 30 days of receipt of the following documents:

- (1) An invoice showing the firm fixed price of the services for the respective period as per the Purchase Order. The Supplier shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Supplier's official e-mail address in PDF format, duly signed and sealed by the Supplier and submitted to the Commission's email address specified in the Purchase Order (payments@ctbto.org). The invoice shall contain detailed banking instructions, including the name and address of the Supplier's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer;
- (2) Proof of registration of the support with the manufacturer/licensor for software support, if applicable.
- (3) Any other relevant documents.

Taxes

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

"Taxes" means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Purchase Order, including customs

restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.

9. Content of the Proposal

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

The Proposal shall be composed of the following separate parts:

I. **Technical Proposal;** and

II. **Financial Proposal;**

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

NOTE: No pricing information shall be included in the Technical Proposal

Personnel

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

Statement of Confirmation and Vendor Profile Form

The attached Statement of Confirmation and Vendor Profile Form shall be duly signed and submitted together with the Proposal.

Specifications

The Proposal shall include:

- A detailed description of the items proposed including relevant technical literature.
- A section-by-section response to the requirements described in the Terms of Reference. Note that all the information required in the Terms of Reference shall be included in the Proposal.

The Proposal shall also provide any other relevant issue to which the bidder would like to bring to the attention of the Commission whether or not having cost implications. This shall include details of warranties/manufacturer's guarantees in respect to any Equipment item.

Hardware and Software Support

- The servers required in the Terms of Reference shall be offered with hardware and software (if applicable) support for **three (3) years**. The Commission requires bidders to specify support for 24x7 including committed repair time for hardware 12 hours or alternative comparable service options. The Commission will select for each server the most suitable support option depending upon the criticality of the server.
- Bidders are also requested to offer, as an option, the same warranty and support services for **five (5) years**.

Manufacturer Relationship

The Proposal shall include proof that the bidder is a certified vendor and support partner of the manufacturer(s) of the equipment and licenses (section 8 of the Terms of Reference).

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 your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBTO Member States.

Terms and Conditions

The last page of these instructions shall be completed and shall be included in the Proposal.

Insurance

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

Delivery Schedule

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

PART II: FINANCIAL PROPOSAL

(a) The Proposal shall include separately:

- the costs of the equipment/goods and ancillary services required in the Terms of Reference, including optional purchase and trade-in;
- the cost of delivery including packing and handling, insurance, transportation and freight, customs clearance (if applicable) and local delivery to Vienna, Austria to the office of CTBTO. The delivery terms shall be DDU (Delivered Duty Unpaid), Vienna, Austria, as specified in the Terms of Reference.

For Austrian Companies:

DDU (Delivered Duty Unpaid, VAT paid) in house CTBTO, Vienna International Centre (VIC), Vienna, Austria, as specified in the Terms of Reference.

For EU and Non-EU Companies:

DDU (Delivered Duty Unpaid) in house CTBTO, Vienna International Centre (VIC), Vienna, Austria, as specified in the Terms of Reference

Please note that all deliveries must include insurance for the goods/equipment.

For deliveries from outside of the European Union, the following information shall be sent directly to the Commission at shipment@ctbto.org (with copy to procurement@ctbto.org) at least seven (7) working days before the shipment, so that the customs declaration papers including customs and import duties exemptions can be prepared:

1. Pro-forma invoice for customs purposes;
2. Packing list;
3. Airway bill number or details of clearing agent/forwarder in Vienna, Austria (company name, contact person, telephone, fax and e-mail);
4. Total boxes/cartons in the consignment;
5. Gross weight of the consignment;

RFP No. 2014-0342/SOW

Instructions for preparation and submission of Proposals for Supply and Delivery of Equipment

6. Any other information and/or documentation required for tax/duties exemption by the Commission.

To avoid storage charges, shipment shall be effected upon confirmation that customs declaration papers are ready.

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

- (b) 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 Purchase Order in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.

(2) For European Union (EU) Companies [FOR PURCHASE FROM EU COUNTRIES]

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

(3) For Non-EU Companies (FOR PURCHASE FROM NON-EU OR NON-EUROPE COUNTRIES)

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

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

10. Completeness and Correctness of the Proposal

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

11. Opening of the Proposal

After the deadline for submission of Proposals the Tender Opening Panel of the Commission will convene within 3 (three) working days after the closing date to open only those Proposals received by the closing date and time.

12. Evaluation of the Proposal

- (a) The technical evaluation shall include the following evaluation criteria:
 - (i) compliance of the proposed goods/equipment and services with the Terms of Reference;
 - (ii) supplier's qualifications.
- (b) Subject to the technical acceptability of the Proposal as referred to in paragraph (a) above, the Financial Proposal shall be evaluated as follows:
 - (i) contractual compliance;
 - (ii) financial acceptability.
- (c) The Commission, based on the evaluation method given above, will determine the Proposal, which is the "least costly technically acceptable".

13. Correction of Errors

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

14. Validity of the Proposal

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

15. Negotiations of the Proposal

The Commission reserves the right to request clarifications on the Proposal and to enter into negotiations regarding technical or commercial aspects of the Proposal before awarding the Purchase Order under this RFP. If and when the Proposal, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the bidder in writing.

16. Modification and Withdrawal of the Proposal

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

17. The Commission's Right to Reject the Proposal

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

18. Costs of preparation and submission of the Proposal

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

19. Proprietary Information

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

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

Delivery Time:

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

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

☐ For one year period ☐ For a period of

Warranty period applicable (starting from the acceptance of the goods/services by the Commission) – please tick below:

☐ For the period specified in the Terms of Reference

☐ For a period of(if longer than period specified in the Terms of Reference)

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

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

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

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

Included in this quotation : Yes ☐ No ☐

Confirmation that the bidder has reviewed the Commission's General Conditions of Contract and payment terms, and agreed to all terms and conditions.

Yes ☐ No ☐

Remarks:

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States).

Yes ☐ No ☐ Not applicable ☐

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

General Conditions of Contract

1. DEFINITIONS

- (a) In these general conditions of contract the terms beginning with a capital letter shall have the meaning as defined in the Contract.
- (b) "Services" means all services to be rendered under the Contract.
- (c) "Goods" shall mean all goods, equipment, materials and/or other supplies to be provided under the Contract.
- (d) "Taxes" shall mean all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.

2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor, nor their personnel shall be considered to be an employee or an agent of the Commission.

3. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of the Commission.

4. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval and clearance of the Commission for such subcontractor(s). The Commission's approval of a subcontractor shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

5. SOURCE OF INSTRUCTIONS

- (a) The Contractor shall neither seek nor accept instructions from any authority external to the

Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.

- (b) While present at the Commission's premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission's officials and the United Nations Security Staff.

6. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL

- (a) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Commission or unless requested by the Commission.
- (b) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Commission for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Services.
- (c) In the event of withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor's personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of the Contract.

8. CONFLICT OF INTEREST

No employee, officer, adviser, agent and/or subcontractor of the Contractor assigned to perform Services under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services or Goods to be provided under the Contract if this constitutes a conflict of interest.

9. INSURANCES

- (a) The Contractor shall provide and thereafter maintain appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract.
- (b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from any operations carried out by the Contractor in performing its obligations in connection with the Contract or from operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors.
- (d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
 - (i) Name the Commission as additional beneficiary;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Commission.
- (e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.
- (f) Any amounts not insured, not recovered from or not claimed by the insurer shall be borne by the Contractor.
- (g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.
- (h) The Contractor undertakes that provisions to the same effect as the provisions in sub-clauses (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

10. EMCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Commission against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the performance of its obligations under the terms of the Contract.
- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

- (a) All technical, financial or other documentation and data the Contractor compiled for or received from the Commission under the Contract shall be treated as confidential and shall be delivered only to the Commission's authorized officials on completion of the Services or as requested by the Commission.
- (b) Either Party acknowledges that all knowledge and information concerning the other Party that may be acquired in connection with the performance of its obligations under the Contract, including but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information of the other Party in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person and/or entity without the prior written consent of the other Party.
- (c) The Contractor shall not, at any time, use such confidential information to its own advantage.
- (d) The restrictions on confidentiality shall not apply to the information which:
 - (i) presently is in the public domain;
 - (ii) hereafter becomes part of the public domain without the other Party's fault;
 - (iii) was in the possession of the other Party at the time of the disclosure, as shown by written evidence;
 - (iv) is disclosed to the other Party at any time hereafter by a third Party.
 - (v) is required to be disclosed to governing bodies, or to governmental authorities to the extent required by law or to obtain needed authorization to perform the Contract or pursuant to reporting requirements imposed by those governing bodies or the government of the State of the Contractor.
- (e) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract by the Commission.

13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all written communications to the Commission with respect to the Services or Goods to be provided and all documents procured or prepared by the Contractor. The Contractor shall use metric units, except when otherwise specified in the Contract.

14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.
- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

15. OFFICIAL NOT TO BENEFIT/CONTINGENT FEES

- (a) The Contractor warrants that:
 - (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
 - (ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.
- (b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor's expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for infringement of intellectual property rights of third parties due to the execution of the Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organization from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not,

without the Contractor's consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor's position.

17. DEFAULT BY THE CONTRACTOR

- (a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s), hold the Contractor in default under the Contract.
- (b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor's expense, of that part or those parts of the Contract with respect to which the Contractor is in default.
- (c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

18. WITHHOLDING OF PAYMENT

- (a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
 - (i) The Contractor's failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
 - (ii) The Contractor's failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;
 - (iii) The Contractor's failure to submit on time the reports required.
- (b) The withholding by the Commission of any interim payment shall not affect the Contractor's obligation to continue performance of his obligations under the Contract.
- (c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of

delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

20. FORCE MAJEURE

- (a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.
- (b) As soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- (c) In this event, the following provisions shall apply:
 - (i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;
 - (ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;
 - (iii) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;
 - (iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

21. INSOLVENCY AND BANKRUPTCY

Should the Contractor be insolvent, adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the Commission may, without prejudice to any other right or remedy it may have under the terms of the Contract, terminate the Contract forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions

of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

23. AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. If the parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the parties, within a time period of ninety (90) days. There shall be one conciliator. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

24. ARBITRATION

- (a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (amicable settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.
- (b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver of any of the privileges and immunities of the Commission and its employees.

25(a). TAX EXEMPTION

In principle, the Commission is exempt from all Taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the Contractor shall collaborate with the Commission to achieve Tax exemption at source or to pursue reimbursement of Taxes paid by the Commission, as the case may be.

26. TERMINATION

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of

termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactory accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission's notice of termination.

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, the following clauses shall apply in addition to the above.

28. WARRANTY

- (a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.
- (b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Contractor has granted a longer period. Should the Commission transfer the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title-holder.
- (c) If, during the warranty period mentioned in Sub-clause (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

29. INSPECTIONS AND TESTS

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.

- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.
- (e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

The Contractor shall comply or ensure compliance with the following provisions concerning packing:

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m3, D Kg.) and shall be marked as follows:

EQUIPMENT FOR
THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN
TREATY ORGANIZATION.
[point of delivery]

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be

attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.

- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
- ◆ purchase order/Contract number;
 - ◆ waybill number or equivalent reference number of the shipment (if any);
 - ◆ number of boxes/cartons/crates/etc.;
 - ◆ estimated time of departure (ETD);
 - ◆ point of departure and name of freight carrier;
 - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
- ◆ airway bill;
 - ◆ proforma or commercial invoice;
 - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.
- (b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Contract, responsibility for the Goods will be handed over to the consignee or other designated entity.

33. EXPORT LICENCES

If an export licence or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorization. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may declare the Contract null and void.

34. SPARE PARTS

In accordance with the Contract, the Contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the Contractor:

- (a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;
- (b) In the event of termination of production of the spare after delivery of the Goods:
- (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
 - (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

35. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

Questions concerning matters arising under the Contract, but not settled in it, shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to the Contract. The applicable language version of the Convention shall be the version in which the Contract is written.

14 May 2013

ANNEX B

TERMS OF REFERENCE

Oracle Identity Management Server

1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) is the international organization established to carry out the effective implementation of the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion. The Treaty provides for a global verification regime, including a network of 337 stations worldwide, a communications system, an international data centre and on-site inspections to monitor compliance.

The Headquarters and the International Data Center (IDC) of the Preparatory Commission are in Vienna (Vienna International Center of United Nations).

All data processing and archiving for the above mentioned tasks are performed in a UNIX/Linux environment.

2 SCOPE

The Commission is looking for hardware, operating system, and support services to implement the replacement of highly available infrastructures currently hosting the IDC Oracle Identity Management Suite.

The Oracle Identity Management Suite enables the Commission to effectively manage the end-to-end lifecycle of user identities across all resources. It delivers a scalable solution for identity governance, access management and directory services.

The current solution is based upon two Oracle SunFire x4600 M2 (8 AMD 8218 CPUs and 64GB RAM each) and four Oracle SunFire x4100 M2 (2 AMD 2216 CPUs and 8GB RAM each).

3 HARDWARE (MANDATORY)

The Supplier shall provide the following servers:

3.1 Server system 1 (2 pieces)

Pos.	Qty	Description
3.1.1	1	Server system with one Xeon 12C E5-2695v2 115W 2.4GHz/1866MHz/30MB CPU, O/Bay 2.5in HS SAS/SATA, one 19" rack unit, up to 768GB of memory capacity, two next-generation PCIe 3.0 I/O slots for system expansion, PCI-X slots (ability to continue using legacy PCI-X adapters while transitioning to the PCIe standard), Integrated quad-port Gigabit Ethernet and optional embedded dual-port 10 GbE, light path diagnostics panel (indication of failing component inside the system to facilitate repairs and reduce downtime), advanced server management and monitoring capabilities (compatible with IPMI standards and SNMP MIB 1.3.6.1.4.1.2.3.51.3 for seamless integration into the commissions monitoring system)
3.1.2	5	16GB (1x16GB, 2Rx4, 1.5V) PC3-14900 CL13 ECC DDR3 1866MHz LP RDIMM (performance memory configuration mandatory)
3.1.3	2	146GB 2.5in SFF 15K 6Gbps HS SAS HDD preconfigured as RAID 1
3.1.4	1	Intel Ethernet Dual Port Server Adapter
3.1.5	2	High Efficiency AC Power Supply, hot swappable, compliant with 80 PLUS Platinum for ac power supplies and ENERGY STAR energy-efficiency standards
3.1.6	1	Onsite Repair 24x7 4 Hour Response
3.1.7	1	SATA DVD Multi-Burner
3.1.8	1	KVM Remote Console (Graphical Redirection), capable of storage redirection (USB, ISO images)
3.1.9	2	2.8m, 10A/230V, C13 to CEE7-VII (Europe)

3.2 Server system 2 (4 pieces)

Pos.	Qty	Description
3.2.1	1	Server system, Xeon 12C E5-2695v2 115W 2.4GHz/1866MHz/30MB, O/Bay 2.5in HS SAS/SATA, one 19" rack unit, up to 768GB of memory capacity, two next-generation PCIe 3.0 I/O slots for system expansion, PCI-X slots (ability to continue using legacy PCI-X adapters while transitioning to the PCIe standard), Integrated quad-port Gigabit Ethernet and optional embedded dual-port 10 GbE, light path diagnostics panel (indication of failing component inside the system to facilitate repairs and reduce downtime), advanced server management and monitoring capabilities (compatible with IPMI standards and SNMP MIB 1.3.6.1.4.1.2.3.51.3 for seamless integration into the commissions monitoring system)
3.2.2	5	8GB (1x8GB, 2Rx8, 1.5V) PC3-14900 CL13 ECC DDR3 1866MHz LP RDIMM (performance memory configuration mandatory)
3.2.3	2	146GB 2.5in SFF 15K 6Gbps HS SAS HDD preconfigured as RAID 1
3.2.4	1	Intel Ethernet Dual Port Server Adapter

Pos.	Qty	Description
3.2.5	2	High Efficiency AC Power Supply, hot swappable, compliant with 80 PLUS Platinum for ac power supplies and ENERGY STAR energy-efficiency standards
3.2.6	1	Onsite Repair 24x7 4 Hour Response
3.2.7	1	SATA DVD Multi-Burner
3.2.8	1	KVM Remote Console (Graphical Redirection), capable of storage redirection (USB, ISO images)
3.2.9	2	2.8m, 10A/230V, C13 to CEE7-VII (Europe)

4 OPERATING SYSTEM (OPTIONAL)

Pos.	Qty	Description
4.1	6	Red Hat Enterprise Linux Server, 2 sockets, no guest, Standard Subscription. No media.

LICENSING

Usage of and support for all Red Hat software and/or Red Hat (support) services within the scope of these Terms of Reference shall be governed by the Enterprise Agreement (EA) concluded between Red Hat and the Commission on 28 July 2010 which can be obtained from RedHat Germany (a.llewellyn@redhat.com).

5 TRADE-IN (OPTIONAL)

The Supplier shall quote the optional trade-in of the following equipment.

Pos.	Qty	Description
5.1	2	Oracle SunFire x4600 M2 CPU: 8 Dual-Core AMD Opteron™ Processor 8218 2600 MHz CPU-Memory Boards: 8 RAM: 64 GB (32 * 2GB DIMM) Disks: 2 * Seagate ST973402SSUN72G Fibre Channel: 2 * QLogic Corp. ISP2432 4Gb Fibre Channel to PCI Express HBA PSU: 4
5.2	4	Oracle SunFire x4100 M2 CPU: 2 Dual-Core AMD Opteron(tm) Processor 2216 2400 MHz RAM: 8 GB (8 * 1GB DIMM) Disks: 2 * FUJITSU MAY2073RCSUN72G PSU: 2

The Commission will make the servers available to the Supplier within six months from the installation and acceptance of the servers requested in these Terms of Reference.

6 SERVICES

The Supplier shall provide the following mandatory ancillary services applicable to all servers:

6.1 Delivery and Installation

Delivery shall be "in-house" to the Commission's Computer Centre in room C-1 25D. Delivery vehicles shall be equipped with lifting tailgates. All equipment shall be unboxed outside the computer room. No packing material is allowed inside the computer room. Empty packing material has to be disposed by the Supplier.

All servers shall be delivered fully assembled. All ordered servers and ancillary equipment shall be installed in the Commission's Computer Centre in room C-1 25D.

The Supplier shall test, after completion of installation, the functionality of all equipment to the satisfaction of the Commission.

6.2 Hardware and Software Support

For the servers and operating system, if applicable, specified under sections 3 - 4 above, the Supplier shall provide support for **3 years** starting from the Commission's acceptance of the equipment specified in these Terms of Reference on the basis of "Onsite Repair 24x7 4 Hour Response" or alternative comparable service options.

The Supplier is also requested to offer, as optional, the same warranty and support services for **5 years**.

The Supplier shall offer a single point of contact for hardware and software support requests for all offered equipment.

7 OPTIONAL PURCHASE

The Commission reserves the right, but not the obligation, to procure additional equipment (Section 3) (up to 10 units), including necessary operating systems (Section 4) and/or Services (Section 6), within one (1) year from the Commission's acceptance of the equipment specified in these Terms of Reference.

The purchase of the additional equipment will be exercised through Purchase Orders and/or written notification by the Commission.

8 REQUIREMENTS FOR THE SUPPLIER

The Supplier shall be a certified reseller and support partner of the equipment manufacturer.

STATEMENT OF CONFIRMATION

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

- a) 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) 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) Has fulfilled all its obligations to pay taxes and social security contributions.
- d) 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) That 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) That 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.

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

CTBTO Member States

Afghanistan	Djibouti	Lithuania	Senegal
Albania	Dominican	Luxembourg	Serbia, Republic of
Algeria	Republic	Madagascar	Seychelles
Andorra	Ecuador	Malawi	Sierra Leone
Angola	Egypt	Malaysia	Singapore
Antigua and	El Salvador	Maldives	Slovakia
Barbuda	Equatorial Guinea	Mali	Slovenia
Argentina	Eritrea	Malta	Solomon Islands
Armenia	Estonia	Marshall Islands	South Africa
Australia	Ethiopia	Mauritania	Spain
Austria	Fiji	Mexico	Sri Lanka
Azerbaijan	Finland	Micronesia,	Sudan
Bahamas	France	Federated States of	Suriname
Bahrain	Gabon	Monaco	Swaziland
Bangladesh	Gambia	Mongolia	Sweden
Barbados	Georgia	Montenegro	Switzerland
Belarus	Germany	Republic of	Tajikistan
Belgium	Ghana	Morocco	Thailand
Belize	Greece	Mozambique	The former
Benin	Grenada	Myanmar	Yugoslav
Bolivia	Guatemala	Namibia	Republic of
(Plurinational	Guinea	Nauru	Macedonia
State of)	Guinea-Bissau	Nepal	Timor-Leste
Bosnia and	Guyana	Netherlands	Togo
Herzegovina	Haiti	New Zealand	Tunisia
Botswana	Holy See	Nicaragua	Turkey
Brazil	Honduras	Niger	Turkmenistan
Brunei	Hungary	Nigeria	Uganda
Darussalam	Iceland	Norway	Ukraine
Bulgaria	Indonesia	Oman	United Arab
Burkina Faso	Iran, Islamic	Palau	Emirates
Burundi	Republic of	Panama	United Kingdom
Cambodia	Iraq	Papua New Guinea	United Republic of
Cameroon	Ireland	Paraguay	Tanzania
Canada	Israel	Peru	United States of
Cape Verde	Italy	Philippines	America
Central African	Jamaica	Poland	Uruguay
Republic	Japan	Portugal	Uzbekistan
Chad	Jordan	Qatar	Vanuatu
Chile	Kazakhstan	Republic of Korea	Venezuela
China	Kenya	Republic of	Vietnam
Colombia	Kiribati	Moldova	Yemen
Comoros	Kuwait	Romania	Zambia
Congo	Kyrgyzstan	Russian Federation	Zimbabwe
Cook Islands	Lao People's	Rwanda	
Costa Rica	Democratic	Saint Kitts and	
Cote d'Ivoire	Republic	Nevis	
Croatia	Latvia	Saint Lucia	
Cyprus	Lebanon	Saint Vincent and	
Czech Republic	Lesotho	the Grenadines	
Democratic	Liberia	Samoa	
Republic of the	Libyan Arab	San Marino	
Congo	Jamahiriya	Sao Tome and	
Denmark	Liechtenstein	Principe	

VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK			
1. Name of Company:			
2. Street Address:		3. Telephone:	
P.O. Box : City:		4. Fax :	
Zip Code : Country:		5. E-Mail :	
6. Contact Person:		Title:	
7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)			
8. Year Established:		9. Number of Employees:	
10. Gross 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"/>			
13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/>			
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:			

RFP No. 2014-0342/SOW

