

## REQUEST FOR PROPOSAL

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02 K

**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2018-0052/JIBRIL  
(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:** 12 Apr 18

**Subject:** Provision of Linux Support Services as per the attached Terms of Reference (ToR).

**Deadline for Submission:** 11 May 18


**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,

  
Courtney Linley  
Chief, Procurement Section

**ACKNOWLEDGEMENT FORM**

<b>Solicitation No:</b> 2018-0052	<b>Closing Date:</b> 11 May 18
<b>Title:</b> Provision of Linux Support Services as per the attached Terms of Reference (ToR).	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Othman Jibril

**CTBTO Req. No.:** 0010010947

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

<b>A: We shall submit our proposal</b>	
By: _____ (date)	Company Name: _____ Contact Name: _____ Email/Tel: _____

<b>B: We may submit and will advise</b>	
By: _____ (date)	Company Name: _____ Contact Name: _____ Email/Tel: _____

<b>C: We will not submit a proposal for the following reason(s)</b>	
<input type="checkbox"/> our current workload does not permit us to take on additional work at this time; <input type="checkbox"/> we do not have the required expertise for this specific project; <input type="checkbox"/> insufficient time to prepare a proper submission; <input type="checkbox"/> we consider the funds are insufficient to carry out the work required; <input type="checkbox"/> other (please specify) _____	
	Company Name: _____ Contact Name: _____ Email/Tel: _____

## INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

### 1. General

This Request for Proposal (RFP) is for the provision of services as described in the attached documentation.

The Proposal shall meet all requirements stated in the Terms of Reference. For this project, the Commission is seeking capabilities, which will ensure that the tasks are accomplished expeditiously and at a reasonable cost.

### 2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals
- (c) Sample Format of Pricing Table-Attachment 1.
- (d) List of CTBTO Member States
- (e) Statement of Confirmation
- (f) Vendor Profile Form
- (g) Model Contract and Annexes A and B
  - Annex A: Commission's General Conditions of Contract
  - Annex B: Terms of reference

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

### 3. Amendment of RFP Documents

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

### 4. Language of the Proposal

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

### 5. Format and Submission of the Proposal

- (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 initialled by the authorized person(s) signing the Proposal.
- (b) The Commission requires bidders to submit their Proposal in one envelope containing **two sealed envelopes**, one containing the Technical Proposal and the other containing the Financial Proposal.

The Technical and Financial Proposal shall each be submitted in 1 (one) original and 2 (two) copies with a soft copy of each Proposal in USB flash memory, each clearly marked as "Original Proposal" or "Copy of Proposal." In the event of any discrepancy between the documents, the original shall prevail.

- (c) Each of the two (2) envelopes shall be clearly marked as per below, each designated as Technical Proposal or Financial Proposal:  
**NAME OF PROJECT:** [Description indicated in the Letter of Invitation]  
**CLOSING DATE:** [Date indicated in the Letter of Invitation]  
**CTBTO REF. NO.:** [Number indicated in the Letter of Invitation]  
**“DO NOT OPEN BEFORE THE CLOSING DATE”**
- (d) If the envelopes are not sealed and marked as required by this RFP, the Commission will assume no responsibility for the Proposal’s misplacement or premature opening.

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.

#### 6. 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

- (b) The Proposal shall be received by the above-mentioned addressee not later than the closing date indicated in the Letter of Invitation.

#### 7. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case no later than 12 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](mailto:procurement@ctbto.org)  
Subject: Request for Clarifications re RFP No. 2018-0052/JIBRIL

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

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

**8. Eligible Goods and Services**

The services and goods (if any) to be rendered under the Contract shall have their origin in the Member States of the Comprehensive Nuclear-Test-Ban Treaty (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.

**9. Type of Contract and Payment**

The Commission intends to conclude a firm fixed price Contract based on the attached Model Contract. The terms and conditions of payment are described in Clause 12 of the attached Model Contract.

**10. Preparation of the Proposal**

The Proposal shall contain, but not necessarily be limited to, the information described below. The Proposal shall be composed of the following separate parts:

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

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**

**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.

**Description of Services**

The Proposal shall include:

- 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;
- Detailed description of the maintenance services proposed.

**Commission's Inputs**

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

**Qualifications**

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

**Personnel**

Curriculum vitae of key staff/technical staff proposed for this contract, including technical competence/experience to perform the Work as well as English-speaking proficiency.

**Sub-Contractors**

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

**Model Contract**

**A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions. Note that deviations, if any, may affect the criteria for award.**

The bidder shall provide any additional information required for the finalization of the Contract, in the event of award, such as registered name and address of the organization (first paragraph of the Model Contract), contact information for notices (see clause 21 of the Model Contract) as well as the name, position and contact details of the person authorized to counter-sign the final contract shall the person be different from the one identified for clause 21 of the Model Contract.

**PART II: FINANCIAL PROPOSAL**

In the Financial Proposal, you are required to define the following:

- (i) The firm fixed contract price for a period of one (1) year for the initial contract and for each optional extension in EURO or US Dollars, exclusive of taxes.
- (ii) The complete pricing for each item listed in the Pricing Table, with the corresponding prices as part of the Financial Proposal.
- (iii) 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 Contract Price.
- (iv) 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. **"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.

*For Austrian companies*

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

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

*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 Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.

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

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

**12. Validity of the Proposal**

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

**13. Correction of Errors**

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

**14. 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 Technical Proposals received by the closing date and time. The Financial Proposals shall be opened by the Tender Opening Panel subject to the technical acceptability of the Technical Proposals as per below. If the Technical Proposal is considered to be unacceptable, the Financial Proposals will not be considered.

**15. Evaluation of the Proposal**

- (a) The technical evaluation shall include the following evaluation criteria:
  - (i) compliance of the services with the Terms of Reference;
  - (ii) supplier's qualifications;
  
- (b) Subject to the conformance of the Technical Proposal to the services specifications, the Financial Proposal shall be evaluated as follows:
  - (i) contractual compliance;
  - (ii) commercial acceptability.

(c) The Commission, based on the evaluation method given above, will determine the Proposal, which is the "least costly technically acceptable Proposal".

**16. 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 contract under this RFP.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

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

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

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



**Instructions for the Preparation and Submission of Proposals**

**Attachment 1: Sample Format of Financial Proposal**

Description	Initial Call-off Period (firm)			First extension of Call-off Period (optional)			Second extension of Call-off Period (optional)			Third extension of Call-off Period (optional)		
	Unit	Rate (Currency)	Estimated QTY	Rate	Estimated QTY	Total	Rate (Currency)	Estimated QTY	Total	Rate (Currency)	Estimated QTY	Total
Fees												
On-Site work	Man-day		250		250			250			250	
Estimated Total												

Bidders are kindly requested to explain if the On-Site price includes the ancillary costs (DSA & Travel) or not; if not please provide and complete the table below:

Description	Unit price-Currency					
	Unit	firm period	1st optional ext.	2nd optional ext.	3rd optional ext.	
Ancillary Costs						
1-Daily Substance Allowance DSA (Per Diem)	man-day					
2- Return travel cost : most economical fare for direct route .	return-trip / person					



## 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: \_\_\_\_\_

## 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:	

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

\*\*Please provide supplementary documentation on these items.



**MODEL CONTRACT No. XXXX-XXXX**

between

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

and

**THE NAME OF THE CONTRACTOR**  
(THE CONTRACTOR)

for

**THE PROVISION OF LINUX SUPPORT SERVICES**

APRIL 2018

This Model Contract comprises this cover page, 12 (twelve) pages of text (including a table of contents and a signatories page), and 3 (three) Annexes (A to C)

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# MODEL CONTRACT No. XXXX-XXXX

This CONTRACT is entered into between THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as “the Commission”), having its headquarters located at Wagramerstrasse 5, 1400 Vienna, Austria, and «SS\_NAME» (hereinafter referred to as “the Contractor”), having its principal office located at XXXX, XXXX.

The Parties hereto mutually agree as follows:

## 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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



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

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

## **2 AIM OF THE CONTRACT**

The aim of this Contract is to provide Services (hereinafter referred to as **“Work”**) pertaining to **“THE PROVISION OF LINUX SUPPORT SERVICES”** on a call-off basis to the Commission, as and when required by the Commission.

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

- (a) The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties (hereinafter referred to as the **“Effective Date”**) and shall be valid until the Parties fulfill all their obligations hereunder.
- (b) The Commission shall have the right to call-off the Works in the form of WO within a period of 12 months from the Effective Date or the performance of 250 man-days by the Contractor, whichever occurs first (hereinafter referred to as the **“Call-off Period”**). The commencement and completion date for the performance of the Works (hereinafter referred to as **“Commencement Date”** and **“Completion Date”**, respectively) will be set out in the respective WO. This sub-clause (b) shall also apply to any extension exercised under sub-clause (c) below.
- (c) The Commission shall have the option to extend the Call-off Period three times (3), subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the Contract. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

#### **4 STANDARD OF WORK**

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

#### **5 RESPONSIBILITIES OF THE CONTRACTOR**

- (a) The Contractor shall provide the Work described in Annex B.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex A.

#### **6 ORGANISATION OF CONTRACT IMPLEMENTATION**

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of Services through the issuance of individual WO in accordance with section 5 of Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Work if not requested by the Commission through a WO. However, the Contractor may propose WO for Commission's evaluation.
- (b) The WO issued by the Commission shall be the basis for acceptance, invoicing and payment of any Services performed by the Contractor.
- (c) The performance of Services shall be made in full in accordance with the respective WO. Partial service performance of a WO will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The Services shall be performed at the place and within the approved Work Plan specified in the relevant WO.
- (e) The Commission may revise a WO as and when it may deem necessary.

## **7 WARRANTY**

- (a) The provisions of Clause 28 of Annex A shall apply to the Works 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 A.

## **10 RESPONSIBILITIES OF THE COMMISSION**

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Services are carried out in accordance with Annexes B and C, and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Services.

## 11 CONTRACT PRICE

- a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, as follows:
- (i) For each WO issued during the firm Call-off Period specified in Clause 3(b), the firm fixed unit prices pursuant to Annex C and, if applicable, the variable costs (travel costs and other expenditure) specified in section xx of Annex C;
  - (ii) subject to sub-clause (b) below, for each WO issued during the first optional extension of the Call-off Period specified in Clause 3(c), the firm fixed unit prices pursuant to Annex C and, if applicable, the variable costs (travel costs and other expenditure) mentioned in section xx of Annex C;
  - (iii) subject to sub-clause (b) below, for each WO issued during the second optional extension of the Call-off Period specified in Clause 3(c), the firm fixed unit prices pursuant to Annex C and, if applicable, the variable costs (travel costs and other expenditure) mentioned in section xx of Annex C;
  - (iv) subject to sub-clause (b) below, for each WO issued during the third optional extension of the Call-off Period specified in Clause 3(c), the firm fixed unit prices pursuant to Annex C and, if applicable, the variable costs (travel costs and other expenditure) mentioned in section xx of Annex C.

hereinafter referred to as the "Contract Price".

- b) In the event that the Commission decides to extend the Call-off Period early, as foreseen in Clause 3(c) of this Contract, the Contractor will be reimbursed for the person-days called off in this period as follows:
- (i) until the expiry of the initial Call-off Period, the daily rate set out in subparagraph (a)(i) above;
  - (ii) after the expiry of the initial Call-off Period, the daily rate agreed for the respective extension (subparagraph (a)(ii), (iii) or (iv) above).
- c) The unit prices set out in Annex C shall be held fixed for the entire duration of the Contract.
- d) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel,

allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).

- e) No Taxes are applicable under this Contract.

## **12 PAYMENT**

- (a) The Contract Price shall be paid in arrears upon satisfactory completion of each WO 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 WO.
- (b) The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice, either by mail/courier or as an attachment to an email, directly to the relevant Party specified in the Notices Clause. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

## **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 C shall constitute integral parts of this Contract and shall be of full force and effect.

#### **17 DISCREPANCIES**

If there are discrepancies or conflicts between any of the documents that are part of this Contract, the document to prevail shall be given precedence in the following order:

- (i) this document;

- (ii) General Conditions of Contract (Annex A);
- (iii) Terms of Reference (Annex B);
- (iv) Contractor's Proposal (Annex C);
- (v) The relevant WO.

## **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, facsimile number 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*

*Fax: + (43 1) 26030 5948*

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



For invoices and related enquiries:

*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 Payments@ctbto.org*

(b) The Contractor:

*XXX*

**22 Effectiveness**

(a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:

- (i) if delivered in person, at the time of delivery;*
- (ii) if by registered mail or courier, when received;*
- (iii) if by fax, when received in legible form;*
- (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.

**23 SOFTWARE LICENCE**

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

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

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

\_\_\_\_\_

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

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

**For and on behalf of THE CONTRACTOR:**

\_\_\_\_\_

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

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

## General Conditions of Contract

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### 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. ENCUMBRANCES/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 m<sup>3</sup>, 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.

1 April 2016



## **ANNEX B**

### **Terms of Reference**

### **Linux Support Services**

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#### **1. INTRODUCTION**

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the "Commission") is the international organization setting up the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (hereinafter referred to as the "CTBT"), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion. The Treaty provides for a global verification regime, including a network of stations worldwide, a communications system, an International Data Centre and on-site inspections to monitor compliance.

The Headquarters of the Preparatory Commission is in Vienna (Vienna International Centre of United Nations) Austria.

One fundamental task of the Commission's International Data Centre (IDC) is to provide States Parties with equal, open, timely and convenient access to agreed products and services to support their national CTBT verification requirements. Member States of the Commission have a large user community which uses the services and products offered by the Commission on a daily basis.

#### **2. BACKGROUND**

The IDC infrastructure consists of the following:

- Stand-alone servers and workstations (RHEL 5.x, RHEL 6.x, RHEL 7.x, Oracle Linux, Solaris)
- Several dual node clusters based on Solaris 10 and RHEL 6 and their respective cluster suites.
- Multi-tiered SAN disk array of High-End Hitachi storages.
- StorageTek SL 3000 library as backend Mass Storage System (MSS) hierarchical file system as interface for clients.
- The backup infrastructure uses the Mass Storage System and it is based on NetBackup. Both LAN-Free and traditional LAN backup functionalities are utilized.
- Virtualization on Linux system is implemented with KVM.
- The installation, configuration and administration of the servers are centralized through Kickstart, Puppet and other internally developed software systems.
- NAS environment consisting of multiple NetApp clusters.
- Data archiving environment based on Oracle HSM (SAM-FS).
- Service load-balancing using F5 BigIP appliances, including web proxying and load balancing.

The IDC is supported by the Network and Support Section (NSS) of the IMS Division. However, the NSS team is small and does not always have the necessary skills to undertake some of the tasks

required to provide the best level of support for the IDC. This leads to the need to leverage available Vendors that can provide the necessary skills to complement the capacity of the NSS team.

These Terms of Reference first define the work flow for the service provider and then the skill set required complementing the team's existing expertise.

### **3. SCOPE OF THE WORK**

The Contractor shall provide installation, configuration, implementation, administration, documentation, and training support at the Commission's premises in Vienna, Austria. Support must be provided for the IDC infrastructure (as defined above) and selected NSS projects, such as:

1. The Commission's ELK (ElasticSearch, LogStash, Kibana, Grafana) stack, which is used to implement visualization solutions such as the Commission's availability Dashboard, Unix/Linux inventory visualization and search and is being considered as the target platform for other projects as well.
2. The Commission's PKI (Public Key Infrastructure), which is a key part of the IDC infrastructure and consists of a specialized environment with non-standard infrastructure and heightened security requirements.
3. The directory structure for the Commission's PKI, which consists in highly available and redundant LDAP directories.
4. The management and deployment of the Commission's web certificates.
5. Adapting the Commission's local Linux desktop environment for use by remote analysts.
6. Managing and supporting the Commission's Load Balancer infrastructure, in support of the Commission's networking team.
7. Supporting special demonstrations of the Commission's internal software and procedures, such as demonstrations of IDC's data analysis software and methods.
8. Supporting maintenance and development of data synchronization systems and scripts for the multiple back-end systems, such as connectors between HR applications and internal systems (user management systems, Intranet, email systems, etc).
9. Implementing and reporting on proof-of-concept deployments based on the Commission's specifications. These will be targeted at Linux-based systems and infrastructure-related tasks.
10. Support to web-based systems based on Apache, Tomcat and F5 BigIP.

### **4. RESPONSIBILITIES OF THE COMMISSION**

For designated Contractor Personnel, and to the extent necessary for the Contractor to fulfill the requirements of these Terms of Reference when carrying out work approved by the Commission on site, the Commission will provide:

1. Infrastructure, including office space and standard office supplies, hardware and software.
2. Access to e-mail and telephone.
3. Physical access to selected areas of the Vienna International Centre.
4. The Commission will make documentation available to the Contractor.

The Commission will make qualified staff available to provide assistance and cooperate in responding to information requests from the Contractor in order to allow the Contractor to carry out the Work.

## **5. ORGANIZATION OF THE WORK**

The Work will be assigned and monitored according to the following guidelines:

1. The Commission will request to initiate the Work under the Contract in the form of Work Orders to be recorded in the Commission's ticketing systems. The Contractor shall not perform any Work if not requested by the Commission and properly recorded in the ticketing system. The Contractor may propose Work Orders for Commission's evaluation.
2. Before commencing work, the Contractor shall provide his estimate to the Commission's point of contact. The Commission's point of contact may defer, delay or interrupt the execution of a work order at any time, provided that this is clearly documented in the Commission's ticketing system. One man-day will consist of eight (8) hours of Contractor time.
3. After the signature of the Contract, The Commission and the Contractor will agree on procedures for initiating, developing requirements for, approving, implementing, testing and accepting the Work Orders.

## **6. PLACE AND DURATION OF THE WORK**

1. The Work under the Contract includes a maximum of 250 man-days of Contractor's staff to be delivered within one-year time from the start date of the Contract.
2. The Work under the Contract shall start on January 2<sup>nd</sup> 2019.
3. The Work will be organized in Work Orders (see Paragraph 5), which can also be performed in parallel.
4. The Work shall normally be performed on site at the premises of the Commission in Vienna, Austria. In exceptional circumstances, the Commission may request or authorize the Contractor to work remotely. Any remote work must be approved by the Commission before execution starts.
5. The Contractor shall conform to the Commission's working hours and days when working at the premises of the Commission, unless specifically requested otherwise by the Commission. Any such requests must be done in writing and must be approved by the Contractor before any off-hours work can be executed.
6. The Contractor shall keep at least one technician at the Commission's premises during the Commission's working hours, unless otherwise agreed with the Commission's point of contact.
7. At the end of the Contract, the Commission has the option to extend the Contract three times, each optional extension for another package of a maximum of 250 man-days per year; under the conditions defined in the Contract.

## **7. DELIVERABLES**

The Contractor shall deliver the following, as appropriate, after completion of each Work Order as described above under Paragraph 5:

- i. Properly updated ticket in the Commission's ticketing system;
- ii. Fully updated technical documentation, as appropriate;
- iii. Instructions and procedures for systems administrators, if applicable.

Written Status Reports must be delivered upon request by the Commission. A Status Report must contain a summary of the activities executed during the period. The Commission may request other administrative and/or managerial information to be included in the Status Reports.

All final Deliverables and Status Reports will be subject to review and must be approved by the Commission.

## **8. PAYMENT AND REPORTING REQUIREMENTS**

Timesheets containing the time effectively spent in work related to this contract, after approval by the Commission, will be the basis for invoicing and payment. The timesheets must include only the time spent in executing the work orders assigned by the Commission's point of contact.

## **9. REQUIREMENTS FOR THE CONTRACTOR**

The Contractor shall demonstrate that it has a quality assurance system in place, (such as for example ISO9000). The Contractor shall be also sufficiently large and stable in order to guarantee the level of long term maintenance support foreseen in these Terms of Reference.

## **10. REQUIREMENTS FOR CONTRACTOR'S PERSONNEL**

Each person the Contractor assigns to execute any activities related to this contract must be previously vetted and accepted by the Commission, based on their proven experience and knowledge, as defined below. The Commission may choose to interview and/or test the Contractor's personnel before allowing them access to its computing environment.

### **a. Required Experience**

The Contractor shall provide personnel for the Work whose experience must cover the following areas:

1. Detailed documentation of at least two successfully completed and relevant projects utilizing the technologies described above.
2. Ability to work with evolving user requirements and to use initiative and experience to refine such requirements. Evidence of this ability shall be provided in the form of brief descriptions of previous work undertaken.
3. Ability to communicate with the Commission's staff. The Contractor's Personnel shall be able to produce clear and concise reports (verbal and/or written) for the users and technical staff of the Commission in English.
4. Minimum 5 years of Red Hat Linux experience at the Enterprise level.

### **b. Required technical knowledge**

The Contractor shall provide personnel for the Work whose technical knowledge must cover the following areas:

1. University degree at the B.Sc. level in Computer Science or a closely-related area.
2. The Contractor's staff members must have valid ITIL Certifications.
3. The Contractor's staff must possess RHCA-level certificate (currently valid or within 3 years of the expiration).

4. Working knowledge of Red Hat Cluster Suite, scripting languages (preferably python), configuration manager (puppet, cfengine2), and kick start deployment.
5. Extensive experience in virtualization solutions (i.e. KVM, RHEV, Xen, VMware),
6. Sound experience installing and maintaining Internet services (i.e. apache server, LDAP, DNS, send mail, OpenSSL).
7. Extensive hands-on experience in installing and configuring Apache Tomcat based services
8. Experience in compiling and troubleshooting open source applications. Deploying and distributing applications, creating packages in different formats like RPM.
9. Sound experience configuring SELinux policy, developing and building custom SELinux modules.
10. Experience with system integration, i.e. providing interfaces to transfer data between distributed systems.
11. Hands-on experience with F5 Big-IP devices.
12. Knowledge of the Commission IT environment and procedures.

**c. Desirable technical knowledge**

1. Sound experience installing, configuring and maintaining SAN infrastructure (i.e. Brocade Directors and switches, Enterprise Disk storage equipment, Host Bus Adapters, storage virtualization) guaranteeing highly availability and performance.
2. Extensive experience maintaining backup and archiving infrastructures. Preferable the Contractor will have experience on Symantec NetBackup (7.5 or higher) configuration options, LAN-free backup solutions, NDMP and archiving systems based on hierarchical file systems (i.e. SAM-FS). Capability to configure, monitor and troubleshooting Enterprise tape libraries; knowledge of Sun StorageTek SL3000 would be an advantage.
3. Experience creating Linux image based automated installation kit.
4. Experience in Public Key Infrastructure related projects.
5. Hands-on experience deploying, configuring and maintaining Elasticsearch, Logstash, Kibana and Grafana stack.
6. Knowledge of cloud-related technologies such as OpenStack and Azure.