CTBTO PREPARATORY COMMISSION | preparatory commission for the comprehensive nuclear-test-ban treaty organization

# REQUEST FOR PROPOSAL

***To:*** ALL BIDDERS

***CTBTO Ref. No.:*** **2020-0041/JIBRIL**
(PLEASE QUOTE ON ALL COMMUNICATIONS)

***Tel. No.:*** +43 (1) 26030-6350
***Fax No.:*** +43 (1) 26030 5948
***E-mail:*** procurement@ctbto.org

***Attn:***
Phone:
Fax:
Email:

***Date:*** 27 Mar 20

***Subject:*** Provision of Software Engineering Services for Waveform and Radionuclide Operational Applications.

***Deadline for Submission: 20 May 20*** ***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

CTBTO PREPARATORY COMMISSION | preparatory commission for the comprehensive nuclear-test-ban treaty organization

## *ACKNOWLEDGEMENT FORM*

| | |
|---|---|
| ***Solicitation No:*** 2020-0041<br>***Title:*** Provision of Software Engineering Services for Waveform and Radionuclide Operational Applications. | ***Closing Date:*** 20 May 20<br>***Vienna Local Time:*** 17:00 |

***Procurement Staff:*** Othman Jibril ***CTBTO Req. No.:*** 0010015775

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

***WITHIN FIVE (5) DAYS***

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

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

***A: We shall submit our proposal***

Company Name: _____

By: _____ Contact Name: _____
(date)

Email/Tel: _____

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

Company Name: _____

By: _____ Contact Name: _____
(date)

Email/Tel: _____

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

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

Company Name: _____

Contact Name: _____

Email/Tel: _____

# INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

RFP No. 2020-0041JIBRIL

## 1. General

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

The Bidder's Proposal shall meet all requirements stated in the Terms of Reference. The Bidders may also present an alternative technical and related financial proposal, which would result in higher performance, better quality and a more economical solution, provided that the required technical specifications are fully addressed and met. For this project, the Commission is seeking capabilities which will ensure that the tasks are accomplished at the best possible value for money for the organization.

## 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 with its Attachments:
- Attachment 1: Mandatory Requirements of the Technical Proposal
- Attachment 2: Format of Financial Proposal
- Attachment 3: Technical Evaluation Criteria

(c) List of CTBTO Member States
(d) Statement of Confirmation
(e) Vendor Profile Form
(f) The Commission's Model Contract and its Annexes A and B:
- Annex A: The 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 Proposals, the Commission may, for any reason, modify the RFP documents by amendment. The Commission may consider extending the deadline in order to allow adequate time for considering the modifications in the preparation of the Proposal.

## 4. Language of the Proposal

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

## 5. Format and Submission of the Proposal

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

The Proposal shall be submitted in **two sealed envelopes**.

a) One sealed envelope shall contain 1 (one) original of the Financial Section of the Proposal clearly marked as "Original Financial Proposal".
b) The second sealed envelope shall contain 1 (one) original of the Technical Section of the Proposal marked as "Original Technical Proposal"
c) The second envelope shall also contain a memory stick with:
   1(one) pdf of the Financial Section of the Proposal without prices, and
   1(one) pdf of the Technical Section of the Proposal

No pricing/financial information shall be included in the Technical Section of the Proposal. Note however that the list of items (without the prices) shall be included in the Technical Section of the Proposal.

The 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"

## 6. Mailing Address and Closing Date

(a) The sealed outer envelope shall be sent to the following addressee:

Chief, Procurement Section
Room E0917
CTBTO, Vienna International Centre
Wagramer Strasse 5
A-1400 Vienna
AUSTRIA

(b) The sealed outer envelope shall be received by the above-mentioned addressee not later than the closing date and time indicated in the Letter of Invitation. Any Proposal received after the closing date and closing time will be rejected by the Commission and returned to the invitee unopened. The Commission may, at its discretion, extend the deadline for submission of the Proposal.

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

## 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 10 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re. RFP No. 2020-0041/JIBRIL

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

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

## 8. Eligible Goods and Services

The services and goods (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), 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 Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in the attached Model Contract.

## 10. Award

The Commission reserves the right to award up to two Call-off Contracts, one for each Work area, to two different Contractors. Bidders are invited to submit a proposal for one work area only, or for both work areas, as long as they have the capacity to execute them synchronously, *in parallel*. The Commission will evaluate proposals for each work area individually and select the best proposal per work area.

## 11. 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.

**Contact Person**
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.

**Mandatory Outline and Requirements of the Technical Proposal**
The Technical Proposal shall be written in accordance with the structure set out in *Attachment 1 ("Mandatory Requirements of the Technical Proposal")* attached hereto. Bidders should provide all the information requested in this document but may provide additional related content as attachments. Where applicable, minimum requirements have also been referenced from the Terms of Reference for the convenience of the Bidder.

**Description of Services**
An explanation of the Bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services.

The total amount of person-days proposed for the project (on-site as well as off-site) and their respective estimated allocation to different work-phases shall be specified clearly in the proposal. In any case it shall be the sole responsibility of the Contractor to fulfil and complete the scope of work as specified in these Terms of Reference regardless of the actual number of person-days dedicated to a specific task.

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

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

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

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

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

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

**Sub-Contractors**

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

**Statement of Confirmation**

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

**Vendor Profile Form (VPF)**

The attached Vendor Profile Form, if not previously submitted to the Commission, shall be duly signed and submitted together with the Proposal.

**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. Any deviations may be a factor in the award decision.**

## PART II: FINANCIAL PROPOSAL

Bidders are required to submit the Financial Proposal as follows:

**Format of the Financial Proposal**

*i.* The Financial Proposal shall be submitted in the format set out in *Attachment 2* "*Format of Financial Proposal*" attached hereto. Bidders shall provide all the information requested in this matrix but may provide additional related content as attachments.

This will be evaluated as part of the responsiveness of the Financial Proposal. A Proposal that fails to meet this requirement may be disqualified and not be considered for further evaluation.

*ii.* The Bidder shall quote firm fixed person-day fees/rates in EURO or US Dollars. The quoted fees/rates should include all overheads and ancillary expenses, unless included as firm-fixed *"Other Costs"*, or otherwise stated in *Attachment 2 "Format of Financial Proposal"*.

**Note: the estimated number of person-days outlined in the Terms of Reference is included for evaluation purposes only, and does not represent a commitment on behalf of the Commission.**

*iii.* Estimated costs for travel based on the most economic and direct route shall be specified in the Financial Proposal. Costs for DSA shall be paid based on the UN DSA rate applicable at the time when a specific FRD is issued. Estimated costs included in the FRD will be invoiced based on actual costs against relevant supporting documentation e.g. invoices for travel, shipping etc. and shall not exceed 10% of the estimate. Daily Subsistence Allowance (DSA) for on-site work shall be reimbursed based on the applicable United Nations DSA rate.

**Indirect Taxes**

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

**(1) For Austrian companies**

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

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

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

**(3) For Non-EU Companies**

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

## 12. Completeness and Correctness of the Proposal

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

## 13. Validity of 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.

## 14. 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.

## 15. Evaluation of Proposal

(a) The Commission will first conduct a technical evaluation based on the following main evaluation criteria categories:

- Meeting the overall Requirements
- Requirements for the Contractor and for the Contractor's staff
- Capacity and Technical Expertise to deliver services listed in the Terms of Reference

Please see *Attachment 3 (Technical Evaluation Criteria)* for a complete list of the criteria that form the basis of the technical evaluation for each of the above listed categories. If the Proposal fails to meet the minimum technical requirements for any

one criterion, the entire proposal will not be considered further. If the Proposal meets the minimum technical requirements, the Commission reserves the right to invite the proposed personnel to an interview in order to complete the technical evaluation of the Proposal and give a technical score.

(b) Only the Financial Proposals of those bidders that meet or exceed the minimum technical requirements of all items will be opened and evaluated for their commercial acceptability and to determine the financial score for each responsive Bidder. The Commission will evaluate the following:

(i) Proposed unit prices to obtain the financial value, based on estimated person-days for the three possible Call-off Periods. See pricing requirements in *Attachment 2 (Format of Financial Proposal)*.

(ii) Contractual compliance.

(c) The Commission, based on the evaluation method given above, will determine the Proposal that 'most effectively satisfies the technical and operational requirements set out in the solicitation documents'. The relative weighting of each component of the Proposal is 70% for the Technical Proposal and 30% for the Financial Proposal. The Commission may award Contracts up to two successful bidders with the highest combined score.

(d) The Commission will award the Contract to the Contractor who receives the highest combined score. The Commission may split the award of the Contract and award up to two Contracts to those Contractors who receive the highest combined score in each individual work area

**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 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 thereof, 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.

# ATTACHMENT 1

## Mandatory Requirements of the Technical Proposal

| Item | Minimum content |
|---|---|
| **1. Executive Summary** | • Provide an overview of proposal |
| **2. Experience, Resources and Project Management** | |
| 2.1 Corporate Profile and Values | • Background of company (or consortium), ownership, size, location, profile<br>• If a consortium, provide a clear explanation of the business relationship between the members and governance for execution of this project. Also discuss and show the relationship of any sub-contractors. |
| 2.2 Experience with Software development methodologies | • Describe the software development methodologies used in past and current projects, highlighting experience with Agile software development methodologies, in particular Scrum, and the way the company may have customized Scrum to address challenges posed by individual projects. |
| 2.3 Project Management Team and Staffing | • Provide management structure and key personnel of the project. |
| 2.4 Availability of resources | • Please address in as much detail as reasonable what resources you deem necessary for the successful implementation of the project and when they will be made available during the intended project implementation, in terms of:<br>– key personnel;<br>– hardware;<br>– software;<br>– Other resources. |
| 2.5 Quality Management Plan | • List and describe any quality and/or process management systems in use by the Bidder in its software projects. Include copies of any relevant current certifications as attachments to the Technical Proposal.<br>• Provide a Quality Management Plan that describes how quality of services will be maintained throughout the Contract period.<br>• Include QA certifications and applicable references. |

| **3. Meeting the Requirements** | |
|---|---|
| 3.1 Understanding of the ToR | • Please describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal.<br>• Please describe the governance mechanisms on the side of the Bidder, including monitoring of the performance of the staff executing the project and how complaints regarding non-performance of the staff involved in the project should be raised and will be addressed by the bidder.<br>• The Bidder's response should describe the expected input / resources to be made available by the Commission. |
| 3.2 Assumptions | • The Bidder should detail key assumptions that impact the Technical Proposal. |
| 3.3 Understanding of the project | • The Bidder's response should demonstrate a good understanding of the project as described in the Terms of Reference, and describe in detail how the required Work Areas/services will be accomplished.<br>• The Bidder's response should describe in detail the expected inputs/resources to be made available by the Commission. |
| 3.4 No-obligation to call-off | • Provide a written acknowledgement and acceptance of the Commission's no-obligation clause, i.e. the Commission reserves the right, at its sole discretion, to call-off more, less or no person-days at all under the Contract as well as under every FRDs issued under the FRD/WO Project call-off |

| **4. Skills and Experience of key staff** | |
|---|---|
| 4.1. Key Staff Experience | • Provide the resumes of the proposed key personnel which describe in detail all qualifications and experience specified in section IV of the ToR, and all qualifications and experience specified in section III of the ToR for each software engineering service listed in sections II.1 and II.2 for relevant Work Area(s).<br>• Describe the proposed role; how long each of the key personnel has been employed with the Bidder; the software engineering service from section II of the ToR in which the staff will be involved.<br>• Justify how each member of the Team Roster is appropriately skilled and experienced to carry out the role and software engineering service(s) relevant for relevant Work Area(s). List past projects in which each of the proposed staff has acquired the experience described in sections III and IV of the ToR.<br>• A statement that the capacity, in terms of qualified human resources in the proposed Team Roster, is adequate to tackle all software engineering services listed in sections II.1 and II.2 of the ToR for relevant Work Area(s) and described in section III, including maintaining availability of personnel to start Work under FRDs when required for the duration of the Contract.<br>• Identify the key point(s) of contact for the full scope of the Contract. |
| 4.2. Visa & Work Permits | • Provide written confirmation that the Bidder understands and agrees to take responsibility for obtaining any Visa and/or work permits, which may be required to perform the Work under the Contract. |
| 4.3. Documentation and Reporting | • Provide written assurance that all reports, documentation and communication (written and oral) supplied to the Commission shall be in English, and submitted in an electronic form. |
| **5. Attachments (as set out in the Instructions for the Preparation of Proposals)** | |
| | • Statement of Confirmation<br>• Vendor Profile Form<br>• Statement regarding Model Contract |

# Attachment No. 2

## Format of Financial Proposal

## Provision of Software Engineering Services for Waveform and Radionuclide Operational Applications on a Call-off Basis

| ToR | OTY | Unit | Initial Period -24 months or max. 2600 person-days | Ist Optional Extension-24 months or max. 2600 person-days | 2nd Optional Extension-24 months or max. 2600 person-days |
|---|---|---|---|---|---|
| | | | Unit Price & Currency | Unit Price & Currency | Unit Price & Currency |
| **Work Area 1: Design and development of the MuTIP Umbrella and MuTIP Core Services, Integration of Extra Services** | | | | | |
| **Junior** | **1** | **person-day** | | | |
| **Standard** | **1** | **person-day** | | | |
| **Expert** | **1** | **person-day** | | | |
| **Estimated travel cost: Return Ticket per person per trip (RT).** | **1** | **RT** | | | |
| | | | | | |
| **Work Area 2: Maintenance & Enhancement of software supporting operations processes** | | | | | |
| **Junior** | **1** | **person-day** | | | |
| **Standard** | **1** | **person-day** | | | |
| **Expert** | **1** | **person-day** | | | |
| **Estimated travel cost: Return Ticket per person per trip.** | **1** | **RT** | | | |
| | | | | | |

**Notes:**

1) Please complete all applicable columns (labor rates and estimated travel cost, if applicable), even if the rates remain unchanged throughout the entire term of the Contract.

2) Please specify currency (USD or Euro only). The rates shall be firm and fixed throughout the term of the Contract or for each respective Call-off Period.

3) This is a unit-based Call-off Contract. The exact number of working days will be determined/called-off in the form of FRDs/WOs at the rates quoted in this Attachment.

4) The estimated travel cost is required for the purpose of tender evaluation.

5) The Commission will request the Contractor to submit estimated costs/expenses for travel including, inter alia, airfare and terminal costs before issuing FRDs/WOs. Travel costs will be reimbursed by the Commission to the following extent:

- International/regional travel by air: simple economy return airfare for the most direct route between the place of establishment of the Contractor and the premises of the Commission in Vienna, Austria. In exceptional circumstances and with prior written approval of the Commission, the Contractor may be reimbursed for flexible economy return airfare but it remains for the Commission to approve the type of airfare that will be reimbursed.
- International travel by other means than air travel: the rate accepted by the Commission for the most direct route between the place of establishment of the Contractor and the premises of the Commission in Vienna, Austria.
- Reasonable terminal expenses, if any: at cost against supporting documents.
- The actual travel costs paid by the Commission shall not exceed the estimate by more than 10%.

6) Daily Subsistence Allowance (DSA) shall be calculated based on the values provided by the International Civil Service Commission (ICSC) for Vienna at the time of issuance of the FRD/WOs.

7) The maximum volume of person-days is just an indication and the Commission reserves the right, at its sole discretion, to call-off more, less or no person-days at all.

# ATTACHMENT 3

# Evaluation Criteria

## SOFTWARE ENGINEERING SERVICES FOR WAVEFORM AND RADIONUCLIDE OPERATIONAL APPLICATIONS ON A CALL-OFF BASIS

**Overview**

This document describes the evaluation criteria that will be used to evaluate bidders' technical proposals. The technical evaluation of the Bidder's Technical proposals is based on an assessment of compliance with all requirements set out in the Terms of Reference (ToR), and with the requirements for the technical proposal listed in Attachment 1.

**Evaluation of Compliance with the Requirements**

Bidders shall comply with all requirements of the ToR, and with the requirements for the technical proposal.

The Commission will first evaluate the technical proposals to assess whether they have been submitted in accordance with the requirements under attachment 1. Subsequently, the technical proposals will be assessed against the evaluation criteria listed in the Tables below:

## Table 1: Evaluation matrix for Work Area 1: Design and development of the MuTIP Umbrella and MuTIP Core Services, Integration of Extra Services

| Work Area 1 | | | |
|---|---|---|---|
| **Technical Evaluation** | **Max Points** | **Weight / Factor** | **Max Score** |
| **Meeting the overall Requirements** | | | |
| Extent to which all aspects of the ToR have been addressed in sufficient detail. | 10 | 0.8 | 8 |
| Understanding of the scope, and of the duties and responsibilities of the Contractor. | 10 | 0.8 | 8 |
| Suitability of proposed approach/methodology for approaching work and completing deliverables. | 10 | 0.8 | 8 |
| **Requirements for the Contractor and for the Contractor's staff** | | | |
| Extent to which the contractor meets general requirements laid in ToR IV.1 | 10 | 0.5 | 5 |
| Extent to which each staff of the Team Roster meets requirements laid in ToR IV.3.5 | 10 | 0.5 | 5 |
| Extent to which skills and experience to be available amongst the Team Roster are met (ToR IV.3.6 - Work Area 1) | 10 | 0.8 | 8 |
| **Capacity and Technical Expertise to deliver services listed in section III of the ToR** | | | |

| | | | |
|---|---|---|---|
| Capacity and Technical Expertise to provide Software Development and Enhancement (ToR III.1) | 10 | 0.8 | 8 |
| Capacity and Technical Expertise to provide Software Support and Maintenance (ToR III.2) | 10 | 0.2 | 2 |
| Capacity and Technical Expertise to provide Senior Software Engineering Support (ToR III.3) | 10 | 0.7 | 7 |
| Capacity and Technical Expertise to provide Agile Support (ToR III.4) | 10 | 0.5 | 5 |
| Capacity and Technical Expertise to provide Software Testing Support (ToR III.5) | 10 | 0.5 | 5 |
| Capacity and Technical Expertise to provide Technical Writing (ToR III.6) | 10 | 0.5 | 5 |
| Capacity and Technical Expertise to perform Technical Visits (ToR III.7) | 10 | 0.2 | 2 |
| Capacity and Technical Expertise to perform User Experience and Interaction Expertise (ToR III.8) | 10 | 0.8 | 8 |
| Capacity and Technical Expertise to perform Software Architecture Expertise (ToR III.9) | 10 | 0.8 | 8 |
| Capacity and Technical Expertise to perform CI/CD/DevOPS Support (ToR III.10) | 10 | 0.8 | 8 |
| **Subtotal technical evaluation -Work Area 1** | **160** | | **100** |

## Table 2: Evaluation matrix for Work Area 2: Maintenance & Enhancement of software supporting operations processes

| **Work Area 2** | | | |
|---|---|---|---|
| **Technical Evaluation** | **Max Points** | **Weight/ Factor** | **Max Score** |
| **Meeting the overall Requirements** | | | |
| Extent to which all aspects of the ToR have been addressed in sufficient detail. | 10 | 1 | 10 |
| Understanding of the scope, and of the duties and responsibilities of the Contractor. | 10 | 1 | 10 |
| Suitability of proposed approach/methodology for approaching work and completing deliverables. | 10 | 1 | 10 |
| **Requirements for the Contractor and for the Contractor's staff** | | | |
| Extent to which the contractor meets general requirements laid in ToR IV.1 | 10 | 0.5 | 5 |
| Extent to which each staff of the Team Roster meets requirements laid in ToR IV.3.5 | 10 | 0.5 | 5 |
| Extent to which skills and experience to be available amongst the Team Roster are met (ToR IV.3.6 - Work Area 2) | 10 | 1 | 10 |
| **Capacity and Technical Expertise to deliver services listed in section III of the ToR** | | | |
| Capacity and Technical Expertise to provide Software Development and Enhancement (ToR III.1) | 10 | 1 | 10 |
| Capacity and Technical Expertise to provide Software Support and Maintenance (ToR III.2) | 10 | 1.5 | 15 |

| | | | |
|---|---|---|---|
| Capacity and Technical Expertise to provide Senior Software Engineering Support (ToR III.3) | 10 | 0.8 | 8 |
| Capacity and Technical Expertise to provide Agile Support (ToR III.4) | 10 | 0.5 | 5 |
| Capacity and Technical Expertise to provide Software Testing Support (ToR III.5) | 10 | 0.5 | 5 |
| Capacity and Technical Expertise to provide Technical Writing (ToR III.6) | 10 | 0.5 | 5 |
| Capacity and Technical Expertise to perform Technical Visits (ToR III.7) | 10 | 0.2 | 2 |
| **Subtotal technical evaluation -Work Area 2** | **130** | | **100** |

For the 2 Work Areas that comprise this RFP, points will be awarded to each relevant bidder for each of the requirements in the corresponding tables (Tables 1-2) in accordance with Table 3 below. Please note that if a bidder is assigned less than 3 points for any criterion it is considered that that bidder does not satisfy the minimum technical requirements and its offer will consequently be considered technically not compliant for this particular task. Bidders that satisfy a criterion to the minimum acceptable level will be assigned 5 to 6 points. Bidders whose proposals demonstrate that they satisfy a criterion beyond the minimum level will be assigned additional points, up to 10.

## Table 3: Number of points assigned for each of the criteria in Tables 1-2

| Points | Criteria |
|---|---|
| 0 | Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion. |
| 1-2 | Does not meet the minimum technical, functional, or performance related criterion. |
| 3-4 | Meets the criterion in *most* areas, but is lacking details and responsiveness in some areas of the criterion. |
| 5-6 | Meets the criterion in all areas. |
| 7-8 | Meets the criterion to minimum acceptable levels in all areas, and exceeds it in some areas. |
| 9-10 | Response exceeds the criterion in all areas and adds additional technical, functional and performance related value to the proposed services. |

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

X= Max Available Points * Y/Z

Legend

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluation for both Work Areas. The weight of the technical and commercial evaluation components is 70% and 30% respectively.

The Commission reserves the right to split the award and conclude two separate contracts, one for each Work Area, with the Contractors that score the highest combined score in the technical and financial evaluation undertaken for each Work Area.

CTBTO PREPARATORY COMMISSION | preparatory commission for the comprehensive nuclear-test-ban treaty organization

# MODEL CONTRACT NO. 2020-XXXX

between

THE PREPARATORY COMMISSION

FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

ORGANIZATION

and

[NAME OF CONTRACTOR]

for

# FOR THE PROVISION OF SOFTWARE ENGINEERING SERVICES FOR WAVEFORM AND RADIONUCLIDE OPERATIONAL APPLICATIONS ON A CALL-OFF BASIS

This Model Contract comprises this cover page,

15 (fifteen) pages of text, including a table of contents, a signatories page, list of Annexes, and 3 (three) Annexes (A to C)

March 2020

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# MODEL CONTRACT NO. 2020-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 **[NAME OF CONTRACTOR]** (hereinafter referred to as "the Contractor"), having its principal office located at **[ADDRESS OF CONTRACTOR]** (both hereinafter individually referred to as the "Party" and collectively as the "Parties").

The Parties hereto mutually agree as follows:

## 1 DEFINITIONS

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

**"Annex A"** means the Commission's General Conditions of Contract.

**"Annex B"** means the Commission's Terms of Reference.

**"Annex C"** means the Contractor's Proposal dated XXX.

**"Contract"** means this document, its Annexes and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 21 below.

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

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

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

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

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

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

**"WO"** means Work Orders for (parts or portions of) the Work to be issued by the Commission specifying the 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 SOFTWARE ENGINEERING SERVICES FOR WAVEFORM AND RADIONUCLIDE OPERATIONAL APPLICATIONS ON A CALL-OFF BASIS (hereinafter the "Services") to the Commission.

## 3 ENTRY INTO FORCE AND DURATION OF THE CONTRACT

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

## 4 COMMENCEMENT AND COMPLETION OF THE WORK

a. The Commission shall have the right to call-off the Work, for up to one thousand three hundred (1300) person-days, in the form of FRD/WO, as further specified in Clause 7 ("Organization of Contract Implementation") below, within a period of twenty four (24) months from the Effective Date (hereinafter referred to as the "**Initial Call-off Period**"). The commencement and completion date for the performance of the Work (hereinafter referred to as "**Commencement Date**" and "**Completion Date**", respectively) will be set out in the respective FRD/WO. This paragraph (a) shall also apply to any extension exercised under paragraph (b) of this Clause.

b. Before the expiry of the Call-off Period or the maximum number of person-days set out in paragraph (a) of this Clause, whichever occurs first, the Commission shall have the option to extend the Call-off Period twice for twenty four (24) months and up to one thousand three hundred (1300) person-days each, subject to the availability of funds,

under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the respective Call-off Period. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

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

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

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

f. The Commission may revise a FRD/WO as and when it may deem necessary.

## 5 STANDARD OF WORK

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

## 6 RESPONSIBILITIES OF THE CONTRACTOR

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

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

(c) The Contractor acknowledges that after the completion of the Work under this Contract, the Commission shall own the Software and source code based on the Services described in Annex B and the Contractor shall have no rights in that Software or source code unless granted by the Commission under Clause 24 of this Contract.

## 7 ORGANISATION OF CONTRACT IMPLEMENTATION

(a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of the Services through the issuance of individual FRDs and WOs in accordance with Sections V.1 and V.2 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 that is issued under an existing FRD (for Work called-off in accordance with Section V.1 of Annex B – FRD/WO Project Call-off) or through an FRD (for Work called-off in accordance with Section V.2 of Annex B – FRD Call-off). However, the Contractor may propose FRDs and WOs for the Commission's evaluation.

(b) The FRD/WO Project Call-off (Work called-off in accordance with Section V.1 of Annex B), or the FRD Call-off (Work called-off in accordance with Section V.2 of Annex B), issued by the Commission, shall be the basis for acceptance, invoicing and payment of any Services performed by the Contractor. For FRD/WO Project Call-off, the Commission reserves the right, at its sole discretion, to call-off less Services or no Services at all.

(c) The performance of the Services shall be made in full in accordance with the respective FRD and/or WO. Partial service performance of a WO (for Work called-off in accordance with Section V.1 of Annex B), or an FRD (for Work called-off in accordance with Section V.2 of Annex B), will not be accepted and reimbursed without prior written agreement by the Commission.

(d) The WOs issued under an FRD, in accordance with Section V.1 of Annex B, can neither individually nor combined exceed any quantities of labor, travels, DSA [or Other Costs] specified in the related FRD.

(e) The Services shall be performed at the place(s) and within the approved Work Plan specified in the relevant FRD and/or WO.

(f) The Commission may revise an FRD and/or WO as and when it may deem necessary.

## 8 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.

## 9 PERMITS, NOTICES, LAWS AND ORDINANCES

(a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission. This shall include, but not be limited to, work permits, visa, or similar.

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

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

## 10 PROTECTION OF PERSONS AND PROPERTY

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.

(b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:

(i) all employees on the Commission's premises and all other persons who may be affected thereby;

(ii) other property on the Commission's premises or adjacent thereto.

(c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.

(d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.

(e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

(f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.

(g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.

(h) The Contractor shall promptly remedy all damage and loss to any property, referred to in paragraph (b) of this Clause, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under paragraph (b) of this Clause, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

## 11 RESPONSIBILITIES OF THE COMMISSION

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

## 12 CONTRACT PRICE

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

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

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

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

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

hereinafter referred to as the "Contract Price".

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

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

(d) **[PLEASE SELECT, AS APPLICABLE, ONE OF THE FOLLOWING AT THE TIME OF AWARD]:**

[Identify type [and amount] of Taxes] is/are applicable under this Contract. The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 13(f) below.

**OR**

No Taxes are applicable under this Contract.

(e) In the event that the Commission decides to extend the Call-off Period early, as foreseen in Clause 4 (b) above, the Contactor 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 Annex C for initial Call-off period;

(ii) after the expiry of the initial Call-off Period, the daily rate agreed for the respective extension (Clause 4(b) above).

(f) The firm price for the Fixed Work and the firm unit prices for the Work shall be held fixed for the entire duration of the Contract.

(g) 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).

(h) For FRD/WO Project Call-off, pursuant to Clause 7(b) above, the Commission shall pay the Contractor for the labor rates, travel and accommodation costs actually incurred.

## 13 PAYMENT

(a) The Contract Price shall be paid in arrears upon satisfactory completion of each WO, each FRD or each deliverable under an FRD, as applicable, and the submission of the following:

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

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

(b) If Annex C includes Other Costs that are firm-fixed and not related to the issuance of FRDs/WOs, such Other Costs shall be paid upon satisfactory completion of the relevant time period under the Contract, and the submission of the following:

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

ii) Any other documentation and/or other deliverable that might be required.

(c) 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.

(d) 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.

(e) 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.

**[IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, PARAGRAPH (f) BELOW SHOULD BE OMITTED]**

(f) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable

reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

## 14 TEMPORARY SUSPENSION OF WORK

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

## 15 DELAYS AND EXTENSION OF TIME

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

(b) Any request for extension of the time for reasons referred to in paragraph (a) of this Clause shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

## 16 CONTRACTOR'S CLAIMS AND REMEDIES

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

## 17 ENTIRE AGREEMENT

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

## 18 DISCREPANCIES

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

(i) this document;

(ii) the Commission's General Conditions of Contract (Annex A);

(iii) the Commission's Terms of Reference (Annex B);

(iv) the Contractor's Proposal (Annex C);

(v) The relevant FRD/WO.

## 19 SEVERABILITY

If any term and/or provision of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

## 20 NO WAIVER

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

## 21 CONTRACT AMENDMENT

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by duly authorized Representatives of the Parties.

## 22 TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party as follows (or to such person/title, address, 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*

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:

*FAO*
*Tel:*
*Fax:*
*Email:*

## 23 EFFECTIVENESS

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

(i) if delivered in person, at the time of delivery;

(ii) if by registered mail or courier, when received;

(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 paragraph (a) of this Clause that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

## 24 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: Vienna, Austria

For and on behalf of **:**

_____

Date: _____ Place:

# LIST OF ANNEXES

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

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

**ANNEX C:** THE CONTRACTOR'S PROPOSAL DATED XXX

ANNEX A

CTBTO PREPARATORY COMMISSION | preparatory commission for the comprehensive nuclear-test-ban treaty organization

# 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 sub-contractor, 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 transhipment 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.

1 April 2016

# ANNEX B
# TERMS OF REFERENCE

# FOR THE PROVISION OF SOFTWARE ENGINEERING SERVICES FOR WAVEFORM AND RADIONUCLIDE OPERATIONAL APPLICATIONS ON A CALL-OFF BASIS

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# I. INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as "the Commission") operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Nuclear-Test-Ban Treaty. It provides timely data, assessments and other products and services to Signatory States of the Treaty. The International Monitoring System (IMS), consisting of 337 monitoring facilities worldwide, is managed from the Commission's International Data Centre (IDC) in Vienna, Austria.

The Commission develops and operates software to acquire, transmit, receive, monitor and process data from seismic, hydro-acoustic, infrasound and radionuclide stations from around the world. The data are transmitted to the IDC (International Data Centre) in Vienna, Austria.

The International Data Centre is responsible for continuously monitoring and reporting on the operational status of the IMS facilities, of communication links, and of its own processing systems. The IDC provides immediate notification to those responsible should the operational performance of any component fail to meet agreed levels set out in the relevant operational manual.With the combined objectives of building up, maintaining, sustaining and operating the IMS network, and with supporting IDC activities from data acquisition to bulletin production while staying synchronised with the latest technological and scientific advancements, the Commission seeks to establish a new Contract for the provision of software engineering services for waveform and radionuclide operational applications.

# II. SCOPE OF WORK

The Commission seeks to establish a Contract with an Initial Call-off Period of two (2) years, and options to extend the Contract twice for two (2) years each (two additional Call-off Periods). These Terms of Reference (hereinafter referred to as "ToR") form the technical framework for the provision of on-site and off-site software engineering services for waveform and radionuclide operational applications (hereinafter referred to as "Services" or "Work"). The scope is divided in two work areas that may be performed by different Contractors. Contractors may bid on either or both work areas.

These ToR define the technical requirements that the Contractor(s) and their services shall meet.

Work Area 1 supports the Multi-Technology Integration Portal (hereinafter referred to as "MuTIP"), which is an internal PTS platform that supports activities for all verification technologies (waveform and radionuclide) performed by technical staff such as the assessment of data quality, configuration management, and the analysts routine. MuTIP is a distributed application that consists of backend technical services that are integrated into a unified Liferay frontend or accessed from other software.

By design, MuTIP provides an umbrella (hereinafter referred to as "MuTIP Umbrella") to integrate services developed under the MuTIP project (hereinafter referred to as "MuTIP Core Services") and other applications (legacy systems and recent software), hereinafter referred to as "Extra Services".

Work Area 2 supports the operations centre, which is charged with ensuring the ongoing functionality of Operations Processes, including availability, surety and quality of data from the IMS stations, and the performance of IDC Operations Processes. Several software products have been developed over many years to support Operations Processes, such as to monitor the State of Health of stations, communicate with station operators, assist with station calibration, manage QA/QC sample shipment and result comparisons for the RN network, and evaluation of station operator performances under PCA contract. These software products need to be maintained and updated, and may be incorporated into portal(s), like MuTIP. New software supporting Operations Processes will also need to be developed as needed.

## II.1 Work Area 1: Design and development of the MuTIP Umbrella and MuTIP Core Services, Integration of Extra Services

Under Work Area 1, the Contractor will provide the PTS with software engineering services for the design and development of the **MuTIP umbrella**; the development of new **MuTIP Core Services**; and to support the integration of other software as **Extra Services**, in collaboration with Work Area 2.

In order to validate the process of integrating operational software, the PTS reserves the right to implement the integration work for one given operational software as a proof of concept.

The following software engineering services are sought (see Section III):

III.1 Software Development and Enhancement

III.2 Software Support and Maintenance

III.3 Senior Software Engineering Support

III.4 Agile Support

III.5 Software Testing Support

III.6 Technical Writing

III.7 Technical Visits

III.8 User Experience and Interaction Expertise

III.9 Software Architecture Expertise

III.10 CI/CD/DevOPS Support

The volume of Services under the Initial Call-off Period is expected to be about seven hundred (700) person-days per year. This volume is just an indication and the Commission reserves the right, at its sole discretion, to call-off more, less or no person-days at all. It is expected that about 15% of the person-days will be performed on-site for regular sprint meetings and other occasional technical meetings (such as for coordination with Work Area 2, requirements gathering, user experience …).

## II.2 Work Area 2: Maintenance & Enhancement of software supporting operations processes

Under Work Area 2, the Contractor will provide the PTS with software engineering services related to existing software which support operations processes. This includes maintaining and further developing operational software, and proposing and implementing the integration of operational software into portal(s) as **Extra Service** in collaboration with Work Area 1;

The following software engineering services are sought (see Section III):

III.1 Software Development and Enhancement

III.2 Software Support and Maintenance

III.3 Senior Software Engineering Support

III.4 Agile Support

III.5 Software Testing Support

III.6 Technical Writing

III.7 Technical Visits

Additional details about the types of software to be maintained and develop is listed in section III.2.4. The volume of Services under the Initial Call-off Period is expected to be about six hundred (600) person-days per year. This volume is just an indication and the Commission reserves the right, at its sole discretion, to call-off more, less or no person-days at all. It is expected that about 15% of the person-days will be performed on-site for occasional technical meetings (such as for coordination with Work Area 1, requirements gathering, or sprint planning meetings), or when it is deemed more efficient (e.g. debugging in partnership with PTS staff).

# III. PROVISION OF SOFTWARE ENGINEERING SERVICES

This section breaks down the description of the Services into separate types of work.

## III.1 Software Development and Enhancement

### III.1.1 Requirements for the Software Team

The Contractor shall be ready to provide software development services such as, but not limited to: design, development, integration, and/or enhancement of software.

In addition to requirements listed under section IV, the Contractor shall ensure that the following mandatory requirements are met when selecting the Software Team:

- Proven record of managing the development and integration of complex operational software systems, for geophysical and radionuclide applications or related field;
- Experience using Gradle and/or Maven is an advantage;
- Ability to align the Contractor's software development methodology with Scrum;
- Experience working with a state-of-the-art ticket management system, preferably Jira.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1 and V.2.1).

### III.1.2 Work Specifications

In general, the work involves the review and execution of the software design and implementation phases, and the delivery of code and documentation, which can be used to construct and deploy systems.

In particular, the work involves the following steps:

- A review of the requirements specifications, any existing systems and databases and additional information requirements and comments expressed by the Commission project manager. The outcome of this step would be a revised requirements document forming the basis for planning the work;
- Scheduling of the deliverables and estimating the effort to execute the work;
- Analysis, design, coding and testing;
- Delivery and acceptance support of each deliverable;
- Delivery of the documentation agreed for each project which will provide the Commission staff with a sound understanding of the rationale of the developed component, so that these staff can maintain and expand the system accordingly.

The detailed scope of the service and specific requirements for a Software Project will be defined at the time when the Commission requests the Contractor to submit a Project Plan / Work Plan (see Section V).

Examples of software projects that the Contractor may be requested to work on are:

- Enhancement of the SSI and SOH software systems (see details in section III.2.4)

- Design and development of a data quality portal for geophysical and radionuclide data, consisting of a front-end Liferay web-portal presenting JSR286 portlets, and back-end scripts and applications crunching different sources of data from Oracle databases, ASCII files, and other data sources.

### III.1.3 Deliverables

The deliverables will follow standards specified by the Commission, which are based on industry best practices.

The deliverables may include:

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

At the time when defining the specific requirements for a Software Project (see Section V), the Commission may select deliverables from the above list, or request other deliverables deemed relevant to the project.

## III.2 Software Support and Maintenance

### III.2.1 Requirements for the Software Team

In addition to requirements listed under section IV, the Contractor shall ensure when selecting the Software Team, that the following mandatory requirements are met:

- Capacity and capability to address time sensitive issues;
- Experience using Gradle and/or Maven is an advantage;
- Experience working with a state-of-the-art ticket management system, preferably Jira.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1 and V.2.1).

### III.2.2 Work Specifications

In general, the work involves the review and execution of the software transition and operation phases through the provision of support and maintenance services, mainly for custom software systems.

In particular, the work may involve the following steps:

- Perform remote troubleshooting;
- Provide proactive and/or reactive support services;
- Analysis of the current functionality of a software system;
- Provide/Implement software patches and updates;
- Migrations for major releases of software;
- Implement deployment and release policies;
- Provide installation and usability assistance;
- Provide training or other services associated with operating the software;
- Track and perform software license code updates and upgrades (when applicable).The detailed scope of the service and specific requirements for a Software Project will be defined at the time when the Commission requests the Contractor to submit a Project Plan / Work Plan (see Section V).

### III.2.3 Deliverables

The deliverables will follow standards specified by the Commission, which are based on industry best practices. The deliverables may include:

- Monthly report, as described in Section VII
- Training materials
- Source code as per agreed coding standards
- Test plans, test cases, test scripts and test results (of unit test, integration and system test and when applicable regression test)
- Updated technical documentation for the software components, as per agreed standards
- Workshops or (tele)conferences for knowledge transfer

- Changelog: a description of what changes were made relative to the previous release, along with a list of files that were modified by each change. Each release shall also include a list of outstanding items to be done, including any and all known defects

At the time when work is called-off (see Section V), the Commission may select deliverables from the above list, or request other deliverables deemed relevant to the project.

### III.2.4 Sample custom software systems

Some examples of software systems that the Contractor may be requested to support for Work Area 2 are:

#### *1. SOH*

*Description:* The SOH software collects and manages state of health data from all the components of the IMS. This includes IMS Stations, GCI links, IDC programs, servers and any other source of data that may be relevant to the Operation of the Monitoring Regime. Data are monitored in the Operations Centre, and parameters can trigger alerts.

Main SOH Parameters monitored:

- IMS data (DA, DQ, MC, Authentication)
- GCI links (Equipment status, Link performance, Power)
- IMS station equipment (Status, Timing, Tamper, Power)
- IDC infrastructure (Servers, Services, Filesystems)
- IDC processing software (cd receivers, AutoDRM, Automatic Processing

*Main components:*

- Grafana - GUI used to visualize results.
- IRS – alert manager (described below)
- Kapacitor – handles alerting features with Tickscripting
- InfluxDB – stores data and sends to Grafana
- Telegraph – collects data and sends to InfluxDB.

*Technologies:*

- Python
- XML-RPC

#### *2. CAMT*

*Description:* Calibration Activities Management Tool to facilitate the planning, implementation, and reviewing of results of "on-site scheduled calibration" for Seismic (PS/AS) and Hydro (HA) T-phase stations. CAMT allows one to generate, modify, store, manage and display the calibration schedule and the status of the calibration activities, makes the results available to the Authorized Users (via the web interface, subscription, or request), communicate with station operators through emailing, and produce reports on calibration results.

*Main components:*

- Web interface
- database

*Technologies:* IRS, DOTS, SOH, IDC DB, email. CAMT platform has been written using open-source software and might be used on both Windows and Linux platforms. The key software packages are:

- Java 1.8+
- Apache Tomcat 6.0+
- ExtJS 4.0.7
- Hibernate 4.1.9
- Spring 3.1.1
- Postgresql10

### 3. SOPET

*Description:* The Station Operator Performance Evaluation Tool (SOPET) tool facilitates review of Monthly Reports (MR) and Station Summary Reports (SSR), which are deliverables provided by the Station Operators. SOPET enables evaluation of Station Operator performance. Other functionalities include creating operational reports (e.g. per station/per country/per Station Operator) over a period of time, and evaluation of station summary reports. Additional functions to be developed may include an interface to facilitate the submission and evaluation of Post Certification Activities Contracts.

*Main components:*

- Web Interface

*Technologies:*

- KPI Repository
- IRS
- DOTS
- Alfresco
- IDC DB
- MySQL MariaDB
- Email

### 4. ROSS

*Description:* The Radionuclide Operations Support System (ROSS) provides an integrated view of RN station status and IDC processing and interactive review results. It focuses on metrics to support the monitoring and troubleshooting of the RN network and provides an interface between IDC operation staff and analysts for sharing information on station issues.

ROSS is supported by auto-ROSS software run in the IDC environment as part of the automatic processing pipeline. Auto-ROSS performs a configurable set of checks on selected SOH parameters and IDC results. The check results (with flagging) are displayed in the ROSS interface for review.

*Main components:*

- *IDC data base*
- *Jira-IRS*
- Oracle

*Technologies:*

- *Java*
- Oracle

### *5. LabOPS*

Description: The Laboratory Operations (LabOPS) software supports communication between the PTS staff and IMS radionuclide laboratories and tracks all steps (communication messages and analysis results) related to the sample shipment from stations to laboratories, sample measurement at laboratories, and sample shipment from laboratories to the PTS archive in Vienna.

Main components:

- LabOPS - Web application running on a LAMP server
- C&C - "command.cgi" is a web-based application served by an Apache web server and written in Perl that makes use of different Perl modules to retrieve and display information from Oracle databases and to send emails.

Technologies:

- Operating System: Fedora Core 4
- Database: MySQL 4.1.13
- Web Server: Apache 2.0.x (x = 42-63)
- Scripting Language: PHP 5.0.4
- Additional Database Client: OCI8 based on Oracle 10.1
- Additional PHP Modules: IMAP c-Client Version 2004
- Python 2.7.13
- RabbitMQ 3.6.x
- Spyrus drivers-required for interfacing with the digital signature card used to sign messages

### *6. IRS*

*Description:* The IRS (IMS Reporting System) is a Jira-based issue tracking and management system used for communications between station operators and IMS staff related to operation and maintenance of the stations. Implementation of IRS-Jira became operational in June 2017.

*Main components:*

- Alert Manager – used for incident management; alerts triggered when SOH data is anomalous.
- Web Interface – used to create reports (e.g. problem report, outage request, monthly report, configuration change request and notification, etc).

*Technologies:*

- JIRA,
- Oracle,
- Postgres,
- SQL,
- SOH-Grafana,
- DOTS,
- RISM table (IRS-Database),
- email

## III.3 Senior Software Engineering Support

### III.3.1 Requirements

In addition to requirements listed under Section IV, the Contractor shall ensure when selecting the Software Team, that the following mandatory requirements are jointly met by the team that is to provide Senior Software Engineering Support:

- Expert knowledge and in-depth experience in the field for which senior software engineering support is requested;
- University (or equivalent) degree in a field (or related field) for which senior software engineering support is requested;
- At least 7 years of relevant practical experience, including at least 5 years of recent experience in the field for which senior software engineering support is requested.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1 and V.2.1).

### III.3.2 Work Specifications

In general senior software engineering support may be requested to support the Commission and/or the Software Team in complex software engineering tasks, such as the planning, design or re-design of complex systems, or other tasks.

In particular, the work may involve the following tasks:

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

The detailed scope of the service and specific requirements for a Software Project will be defined at the time when the Commission requests the Contractor to submit a Project Plan / Work Plan (see Section V).

### III.3.3 Deliverables

The deliverables shall be defined at the time when work is called-off (see Section V). The Commission may request deliverables deemed relevant to the project.

## III.4 Agile Support

### III.4.1 Requirements for the Software Team

In addition to requirements listed under section IV, the Contractor shall ensure when selecting the Software Team, that the following mandatory requirements are jointly met by the team that is to provide Agile Support services:

- At least 7 years of relevant practical experience, including at least 5 years of recent experience as a system analyst, project manager or both, in an information systems;
- At least 3 years delivering interactive, data-intensive applications including embedded and/or web applications in a Project Management and Scrum Master role (or equivalent role in another Agile framework);
- At least 3 years of relevant practical experience working with Jira;
- In depth knowledge of one or more Agile frameworks, preferably Scrum;
- Experience with all elements of the software development lifecycle: eliciting and documenting business process flows, use cases, requirements, quality management plans, user acceptance testing, and end-user training;
- Communicates effectively with meaningful and articulate verbal discussions;
- Effective in motivating teams and guiding them through impediments and/or conflict;
- Excellent business presentation and facilitation skills, including Agile retrospectives;
- Experience in business process reengineering: Identifying opportunities for improvements, proposing new processes;
- Certification in Business Analysis and/or Certified Scrum Master is an advantage;
- Project management certification in PMP and/or PRINCE2 is an advantage;
- Fluency in written and spoken English.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1and V.2.1).

### III.4.2 Work Specifications

In general, the work involves the provision of Agile support such as a Scrum Master or an Agile consultant to support the Commission in the establishment and implementation of Agile methodology in software projects.

The work may involve the following core tasks:

- Lead high performing Agile (generally Scrum) delivery teams on a variety of software development projects;
- Apply broad-base technical, client-facing and industry expertise to create practical, innovative solutions;
- Learn and work with the latest web, mobile, and cloud solutions and technologies;
- Be the steward of the Scrum process and create extraordinary team outcomes;
- Organize and facilitate project planning, daily stand-up meetings, reviews, retrospectives, sprint and release planning, demos and other Scrum-related meetings;

- Ensure the development teams are practicing the core agile principles of collaboration, prioritization, team accountability, and visibility;
- Recommend improvements and assist in changes to best practice;
- Identify and remove impediments, prevent distractions that interfere with the ability of the team to deliver the sprint goal.

The detailed scope of the service and specific requirements for a Software Project will be defined at the time when the Commission requests the Contractor to submit a Project Plan / Work Plan (see Section V).

#### III.4.3 Deliverables

Deliverables will be developed for tasks and responsibilities as they are assigned when the work is called-off (see Section V). They will include meeting operational or project task objectives, following established standards.

## III.5 Software Testing Support

### III.5.1 Requirements for the Software Team

In addition to requirements listed under section IV, the Contractor shall ensure when selecting the Software Team, that the following mandatory requirements are jointly met by the team that is to provide Software Testing Support:

- A minimum of 3 years of experience using a disciplined approach for planning, designing, executing and reporting on software testing;
- A minimum of 2 years of experience working in an Agile software development environment;
- Experience working with a continuous integration and testing environment, preferably Jenkins;
- Experience with scripting techniques for automated testing;
- Experience working in a CMMI level 3+ or ISO9001 organization is an asset;
- ISTQB (International Software Testing Qualifications Board) certification or equivalent is desirable;
- Fluency in written and spoken English.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1 and V.2.1).

### III.5.2 Work Specifications

The work may involve the following core tasks:

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

At the time when the work is called-off (see Sections V), the detailed scope of the service shall be defined.

### III.5.3 Deliverables

The deliverables may include:

- test plans
- test cases
- test scripts
- test results (of unit test, integration and system test and when applicable regression test)

Deliverables will be developed for tasks and responsibilities as they are assigned when the work is called-off (see Section V). They will include meeting operational or project task objectives, following established standards, and writing technical documentation.

## III.6 Technical Writing

### III.6.1 Requirements for the Software Team

In addition to requirements listed under section IV, the Contractor shall ensure when selecting the Software Team, that the following mandatory requirements are met by members that are to provide Technical writing services:

- A minimum of 2 years' experience as a Technical Writer on a similar project;
- Solid understanding of Software development methodologies, basic knowledge of Agile;
- Ability to conduct research into a wide range of IT issues as required;
- Ability to absorb and retain information quickly, specifically complex technical information;
- Ability to analyse target audience and to present ideas in user-friendly language;
- Proven analytical and problem solving abilities;
- Proven ability to write technical documentation;
- Exceptional written and oral communication skills in English with a focus on rapport building, listening, and interviewing skills;
- Fluency in English is essential.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1 and V.2.1).

### III.6.2 Work Specifications

In particular, the work may involve the following tasks:

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

At the time when the work is called-off (see Sections V), the detailed scope of the service shall be defined.

### III.6.3 Deliverables

The deliverables for each assignment, which must follow the Commission established standards, may include some or all of the following items in the form of print and electronic media.

- User guides and manuals
- Help files
- Technical specifications
- Training materials
- User policies
- Release and deployment documentation

The above list is not exhaustive. Deliverables shall be defined at the time when work is called-off (see Section V). The Commission may request deliverables deemed relevant to the project.

## III.7 Technical Visits

### III.7.1 Requirements for the Software Team

The Contractor shall perform technical visits, when requested by the Commission, to support the use of software systems.

The travel shall be organized by the Contractor and reimbursed by the Commission on the basis of simple economy return ticket for the most direct route upon presentation of supporting documents.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1 and V.2.1).

### III.7.2 Work Specifications

Work specifications may include:

- Install software systems;
- Conduct corrective maintenance;
- Provide training;

At the time when the work is called-off (see Sections V), the detailed scope of the work shall be defined, including the work to be performed at the Station or elsewhere.

### III.7.3 Deliverables

After each technical support visit the Contractor shall submit a Technical Visit Report:

- Date and place where the task took place;
- Description of the task;
- The action(s) taken to complete the task, including test results, associated data and a copy of the system status template, if applicable;
- Possible cause of the failure, if applicable;
- Changes required to the Station documentation;
- Photographs to document the task done, if applicable;
- Recommendations to improve Station performance and/or to avoid the problem from occurring in the future; and/or
- Conclusions, as applicable.

At the time when work is called-off (see Section V), the Commission may request other deliverables deemed relevant.

## III.8 User Experience and Interaction Design Expertise

### III.8.1 Requirements for the Software Team

In addition to requirements listed under section IV, the Contractor shall ensure that the following mandatory requirements are met when selecting the Software Team:

- Expert knowledge and in-depth experience in the fields of User Experience design and Interaction design on a similar project;
- At least 5 years relevant practical experience, including at least 3 years of recent experience as a User Experience and Interaction designer or similar;
- Solid understanding of Software development methodologies, knowledge of Agile;
- Ability to absorb and retain information quickly, specifically complex technical information;
- Ability to analyse target audience and to present ideas in user-friendly language;
- Exceptional written and oral communication skills in English with a focus on rapport building, listening, and interviewing skills;
- Fluency in English is essential.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1 and V.2.1).

### III.8.2 Work Specifications

In general User Experience and Interaction Design expertise may be requested to support the Commission and/or the Software Team in complex software engineering tasks, such as the planning, design or re-design of complex systems, or other tasks.

In particular, the work may involve the following tasks:

- Ensure the logical flow of the software product;
- Conduct in-person user tests to observe users behaviour;
- Refine and Iterate to optimize user experience;
- Support business analysis and software requirements, architecture and design tasks;
- Develop Software Standards;
- Mentor other Software Team members in User Experience methodologies;
- Audit existing software designs and implementations in terms of user experience in preparation for upgrades / enhancements.

The detailed scope of the service and specific requirements for a Software Project will be defined at the time when the Commission requests the Contractor to submit a Project Plan / Work Plan (see Section V).

### III.8.3 Deliverables

The deliverables will follow standards specified by the Commission, which are based on industry best practices.

At the time when defining the specific requirements for a Software Project (see Section V), the Commission may select deliverables from the above list, or request other deliverables deemed relevant to the project.

## III.9 Software Architecture Expertise

### III.9.1 Requirements for the Software Team

The Contractor shall be ready to provide software development services such as, but not limited to: architecture analysis, architecture design, architecture evaluation, architecture evolution.

In addition to requirements listed under section IV, the Contractor shall ensure that the following mandatory requirements are met when selecting the Software Team:

- At least 5 years of experience over the past 7 years working as a Software architect on software projects of similar size and complexity;
- At least 10 years of experience in the field of software engineering;
- At least 5 years of experience over the past 7 years using architectural patterns, in particular using service oriented and micro-services architecture designs;
- At least 5 years of experience as a business analysts or equivalent, having in-depth knowledge of requirements engineering, definition of requirements engineering processes and practices;
- Ability to absorb and retain information quickly, specifically complex technical information;
- Ability to analyse target audience and to present ideas in user-friendly language;
- Exceptional written and oral communication skills in English with a focus on rapport building, listening, and interviewing skills;
- Fluency in English is essential.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1 and V.2.1).

### III.9.2 Work Specifications

In general, the work involves the review and execution of the software design and implementation phases, and the delivery of code and documentation which can be used to construct and deploy systems.

In particular, the work involves the following steps:

- Architecture Analysis – understand and document functional, non-functional and business requirements, environmental context and development time.
- Architecture Design
- Architecture Evaluation – audit an existing software architecture and design
- Architecture Evolution - maintain and adapt an existing software architecture;
- Develop Software Standards.

The detailed scope of the service and specific requirements for a Software Project will be defined at the time when the Commission requests the Contractor to submit a Project Plan / Work Plan (see Section V).

### III.9.3 Deliverables

The deliverables will follow standards specified by the Commission, which are based on industry best practices.

At the time when defining the specific requirements for a Software Project (see Section V), the Commission may select deliverables from the above list, or request other deliverables deemed relevant to the project.

## III.10 CI/CD/DevOps Support

### III.10.1 Requirements for the Software Team

In addition to requirements listed under section IV, the Contractor shall ensure that the following mandatory requirements are met when selecting the Software Team, that the following mandatory requirements are met by members that are to provide Continuous Integration (CI), Continuous Delivery (CD), DevOps support services:

- Three (3) year of experience architecting micro-services based software systems;
- Three (3) years of experience within the last five (5) years using a disciplined approach for continuous integration;
- One (1) year of experience using Docker containers for the purpose of software operations;
- Experience with Jenkins and/or with GitLab CI;
- Experience with scripting techniques for automated integration and deployment;
- Experience with a software repository manager such as Nexus is an advantage.

The Commission reserves the right to consider additional requirements for the selection of Software Team members at the start of new projects (in its written request prior to FRD issuance, as described in Sections V.1.1 and V.2.1).

### III.10.2 Work Specifications

In general, the work involves the audit, design and implementation of software development lifecycles to minimize the time to operations while ensuring high quality.

In particular, the work involves the following steps:

- Mentor other Software Team members in CI/CD/DevOps methodologies;
- Develop release and deployment policies;
- Support the implementation of release and deployment policies;
- Support scripting of automated deployment (and rollback) of releases;
- Design, implement and maintain computing infrastructure for running and evaluating the Software;
- Adjust operating system settings, Docker runtime, and container orchestration parametrisation;
- Support developers in testing and running the Software on development machines.

The detailed scope of the service and specific requirements for a Software Project will be defined at the time when the Commission requests the Contractor to submit a Project Plan / Work Plan (see Section V).

### III.10.3 Deliverables

The deliverables will follow standards specified by the Commission, which are based on industry best practices.

At the time when defining the specific requirements for a Software Project (see Section V), the Commission may select deliverables from the above list, or request other deliverables deemed relevant to the project.

# IV. Requirements for the contractor

## IV.1 General requirements

The Contractor shall satisfy the following mandatory requirements:

- To include at least 10 staff meeting the requirements to be included in the Team Roster as described in Section IV.3.
- Current CMMI level 3 or higher, or ISO 9001 certification is an asset.
- Use of a formal project management methodology.
- Demonstrated experience in providing software development services using an Agile methodology, preferably Scrum.
- Use of a formal software engineering methodology.
- Ability to align the Contractor's software engineering methodology with Scrum.
- All documentation shall adhere to the IDC Documentation Standards and further developed MuTIP Documentation Standards, samples of which will be provided to the successful Contractor.
- Use of the English language for all written and oral communication with the Commission.
- Warranty period of at least two years after the completion of the user acceptance testing. Terms and conditions of post-warranty support and bug fixes should be available and clearly specified.
- Documented evidence, in the form of a plan, that the Contractor will be able to adjust the working hours of its relevant staff (e.g. project manager and lead developers), assigned to a Software Team, to overlap at least two hours with the Commission's working hours (9am to 5pm CET), on the Commission's request.

## IV.2 Project Management Requirements

At the start of each project, the Contractor shall detail and implement a project management system that clearly defines how the work is to be managed and controlled. It should include at a minimum:

- Approval by the Commission of the division of the project in stages within defined milestones and deliverables;
- Authorization to proceed from one stage to the other by the Commission;
- Approval by the Commission of the scope, costs and schedule of each stage of the project.
- Planning and assurance of quality for each stage of the project.
- Monitoring of the progress of the project by the Commission through continuous status reports (automated status reports is preferable) and timely issue escalation procedures.
- Final report and Lessons learned report at the end of the project
- Risk management
- Communication plan

## IV.3 Team Roster

### IV.3.1 Constitution of the Team Roster

In its Proposal, the Contractor shall provide details of staff that are expected to be involved in the performance of work on-site and/or off-site for the Commission. At a minimum, the following information shall be provided for each of these staff:

- Name
- Role
- Employed since
- Type(s) of Service(s) from Section III in which the staff may be involved
- Curriculum Vitae

Each member of the Team Roster shall be appropriately skilled and experienced to carry out the role and service(s) listed in the Team Roster.

The Contractor shall demonstrate:

- The capacity of the suggested Team Roster to tackle all Services described in section III.
- The compliance of the suggested Team Roster with requirements set out in sections IV.1, IV.3.5 and IV.3.6.
- The capability and capacity of the suggested Team Roster to provide Software Services in the environment described in Section VI.

### IV.3.2 Maintenance of the Team Roster, conditions of revision

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

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

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

### IV.3.3 Software Team

Prior to the issuance of an FRD, as described in sections V.1 and V.2, the Contractor is requested to propose to the Commission a list of staff (Software Team) that will be working under this FRD. This Software Team shall be selected from the Team Roster.

The Contractor shall ensure that each staff of the Software Team:

- is dedicated to the project during the development period (unless otherwise agreed); and
- is not re-assigned from the project without the prior written consent of the Commission.

The Contractor shall satisfy the following mandatory requirements:

- An established pre-screening process to identify suitable staff.
- Provide reasonable evidence that the proposed Software Team is appropriately skilled and experienced to carry out the work plan, along with the proficiency level of each member of the Software Team on this project (see Section IV.3.4).
- Replacement of poor performing Software Team members or provision of specific training to address a gap in knowledge identified after a Software Team member has started his or her assignment, at no cost for the Commission, upon request by the Commission.
- Establishment of an induction program to help new members of the Software Team become productive within a predefined period after the start of their assignment for the Commission. The duration of the period will be from one to three months depending on the type of service.

The Contractor shall be pro-active in identifying and proposing additional resources and/or expertise to the Software Team based on the current needs for the Software Project.

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

The Commission reserves the right to seek an immediate replacement for any Software Team member, as determined by the Commission. In such cases, the Commission will request a replacement Contractor staff, with equal or better qualifications and experience, to complete the tasks. If no suitable replacement consultant can be agreed upon, the Commission reserves the right to terminate the assignment of the Software Team member with immediate effect. Continuity of staff is an important consideration. The Contractor shall therefore take necessary measures to ensure a seamless transition when taking over the services and keep changes to staff being assigned to the Commission to a minimum throughout the duration of the contract.

#### IV.3.4 Proficiency level

In his proposal, the Contractor shall provide three levels of staff proficiency, with a quote per person-day for each level:

- Junior
- Standard
- Expert

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

#### IV.3.5 Requirements for each staff on the Team Roster

Each of the Contractor’s staff on the Team Roster must have at least the following qualifications:

- A university degree in Computer Science or other scientific/technical subject with a high computational content;

- At least 2 years of recent professional experience developing applications of similar scope (see example software systems in Section III.2.4) using state of the art technologies;
- At least 2 years of recent professional experience using a software versioning system, preferably git;
- Knowledge of at least one Agile methodology, and experience working in an Agile framework;
- Working knowledge of written and spoken English.

### IV.3.6 Skills and experience that should be available amongst the members of the Team Roster

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

| Skills | Work Area 1 | Work Area 2 |
|---|---|---|
| A minimum of five (5) years of experience in all stages of software development using C, java and python programming languages. | x | x |
| A minimum of five (5) years of experience in the development of UNIX and Linux-based client/server systems. | x | x |
| A minimum of three (3) years of experience, providing software maintenance and support services for complex and custom software systems. | x | x |
| A minimum of five (5) years of experience over the past 7 years, in software engineering (design, development, support, maintenance and enhancement) for operational software systems, preferably geophysical. | x | x |
| A minimum of five (5) years of experience over the past 7 years, in the development of Intranet/Internet web applications | x | x |
| A minimum of two (2) years of experience in the design and implementation of complex web portals / content management systems (preferably Liferay, using Java Portlet Specification JSR286). | x | x |
| Experience with all elements Software Development Lifecycle: Eliciting and documenting business process flows, use cases, | x | x |

| | | |
|---|---|---|
| requirements, quality management plans, user acceptance testing, and end-user training | | |
| Hands-on experience with, and understanding of, requirements definition and software system design methodologies; | x | x |
| Knowledge of web-based internet application development architectures; | x | x |
| Strong experience in object oriented development and design patterns, exposure to project management methodologies and incremental software development techniques; | x | x |
| Recent professional experience with SQL and database programming, ideally using Oracle and/or PostgreSQL databases, experience designing data access layers and data models for an application; | x | x |
| Experience using an issue tracking product, preferably Jira. | x | x |
| Experience managing an Agile Team backlog with Jira. Experience managing a Software Project using Jira Tempo and Jira Budget is an advantage. | x | x |
| Expert knowledge of the Linux operating systems and TCP/IP; | x | x |
| Experience using the C++, Perl and UNIX shell scripting languages; | x | x |
| Working knowledge and experience using the GNU Autotools and RPM for software packaging, compilation and distribution. | x | |
| Experience programming with the Public Key Cryptography Standards, PKCS#11 API and OpenSSL libraries; | x | |
| Experience working with Apache | | x |
| Experience working with PHP scripting language | | x |
| Ability to write quality Software Documentation in English language; | x | x |
| Professional experience in Digital Signal Processing; | x | |
| In depth knowledge of one or more Agile frameworks, preferably Scrum. | x | x |

# V. ORGANIZATION OF WORK

The Commission may ask for Services as described in Section III. The Commission may choose between two approaches to call-off the Work.

1. **FRD/WO Project Call-off (see section V.1)**: The Commission may choose to issue a Formal Request for Delivery (FRD) to the Contractor to define the scope of a Software Project, and a capped amount for its completion. After the FRD has been issued, the Work may be called-off in the form of Work Orders (WOs). Each WO shall include the exact scope of Work and the required deliverables to be performed and delivered by the Contractor.

   *Note: This work organization may typically be used to support Agile Software Development Projects, whereby each iteration will be a Work Order.*

2. **FRD Call-off (see section V.2)**: The Work may be called-off directly through the issuance by the Commission of a Formal Request for Delivery (FRD) to the Contractor;

## V.1 FRD/WO Project Call-off

In this mode of work, an FRD shall be issued to define the overall Software Project, in particular the Work scope, the Software Team, and a capped price for the Project. The capped price defined under the FRD shall be an upper limit only, and the Commission reserves the right, at its sole discretion, to call-off less Services or no Services at all. After the FRD is issued, the Work may be called-off in the form of WOs within the scope and capped price stipulated in the FRD.

### V.1.1 FRD issuance

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

- A list of staff (Software Team) who will be working on the Software Project, and the role of each of these staff members. The Software Team shall be a subset of the Team Roster, as described in Section IV.3;
- Details of the suggested project management approach (see Section IV.2)
- Work plan and key schedule for the Project initiation;
- Ballpark estimate of the total cost to be allocated of the Software Project, broken into Services, and based on the unit rates in the Financial Proposal;
- Commencement date and completion date of the service.
- Where applicable, travel shall be organized by the Contractor and reimbursed by the Commission on the basis of simple economy return ticket for the most direct route upon presentation of supporting documents..

After review of the Project Plan for each of the service identified in the written request, and only after acceptance by the Commission, the FRD shall be issued to the Contractor.

Each FRD shall be based on one (1) or more of the services described in this ToR under Section III

and on the approved Project Plan for each of the service to be completed. The Commission will forward FRDs to the Contractor with adequate advanced notice and containing all necessary details, expected deliverables, and minimum requirements for satisfactory performance.

The Commission shall not be held liable for the performance of any particular service(s) which have been performed before the formal issuance of an FRD and WO (see Section V.1.2(d) below) to the Contractor.

### V.1.2 Initiating Work

The Commission shall have the right, but not the obligation, to call-off Services in the form of WOs under the issued FRD. These WOs shall include the exact scope of Work and the required deliverables to be performed and delivered by the Contractor.

(a) Before the issuance of a WO to the Contractor and upon receipt of a written request, containing elaborations and definitions as to the nature of the particular Work(s), the Contractor shall provide, at a minimum, within one (1) week of receiving the written request, the following information in the form of a Work Plan for each Work identified in the written request:

- Work plan and key schedule to accomplish the Work;
- Assumptions, constraints, and key risks that could affect the completion of the Work and proposed methods to manage the risks;
- Number of man-days to be allocated to the Work;
- Place of work (on-site / off-site);
- Commencement date and completion date of the Work;
- If applicable, the proposed number of travels.

(b) After review of the Work Plan for the Work identified in the written request, and only after acceptance by the Commission, the WO will be issued to the Contractor.

(c) Each WO shall be based on one (1) or more of the tasks described in Section III above and on the approved Work Plan for each of the Work to be completed. The Commission will forward WOs to the Contractor with adequate advanced notice and containing all necessary details, expected deliverables, and minimum requirements for satisfactory performance.

(d) The Contractor shall perform work only after receipt of the WO.

(e) During the performance of the Work under a WO, the Contractor shall respond within two working days to any comments from the Commission on work-in-progress with a plan to resolve issues.

(f) Upon signature of the Contract, the Contractor shall draft a WO Work Plan template for review and acceptance by the Commission.

### V.1.3 Completion and Acceptance

(a) At the end of a particular Work under a WO, the Contractor shall submit to the Commission the deliverables within the period of performance stated in the respective WO. The deliverables may include:

- Updated Software Design Documents;
- Updated Software User Guide;
- Developers Guide.
- Updated source code for software and common libraries, including documentation;
- The functionality of the delivered product, to be evaluated by the Commission within 20 days after delivery of the product by the Contractor.

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

#### V.1.4 Invoicing and Payment

The Work and deliverables, after being evaluated and accepted as satisfactory by the Commission, will form the basis for invoicing and payment of a particular Work performed under a WO.

### V.2 FRD Call-off

The Services will be initiated by the Commission in writing through a FRD.

#### V.2.1 Initiating Work

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

- A list of staff (Software Team) who will be working under this FRD. These staff shall be a subset of the Team Roster, as described in Section IV.3;
- Details of the suggested project management approach (see section IV.2)
- Work plan and key schedule to accomplish the Service;
- Number of man-days to be allocated to the Service;
- Where applicable, travel shall be organized by the Contractor and reimbursed by the Commission on the basis of simple economy return ticket for the most direct route upon presentation of supporting documents;
- Place of work (on-site/off-site);
- Commencement date and completion date of the Service;
- If applicable, the proposed number of travels.

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

Each FRD shall be based on one (1) or more of the Services described in this ToR under Section III and on the approved Work Plan for each of the Service to be completed. The Commission will forward FRDs to the Contractor with adequate advanced notice and containing all necessary details, expected deliverables, and minimum requirements for satisfactory performance.

The Commission shall not be held liable for the performance of any particular Service(s) which have

been performed before the formal issuance of an FRD to the Contractor.

### V.2.2 Completion and Acceptance

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

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

### V.2.3 Invoicing and Payment

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

# VI. Work Environment

## VI.1 Software and Database Environment

Most the software is designed to run on open-source UNIX / Linux (e.g. CentOS/RHEL 5+ and Debian operating environment. The processing software is mostly written in ANSI C and/or Python, with some supporting libraries in C++. A few programs are in Java. There are a number of support programs and scripts written in shell or Perl, as well as desktop Java applications and some Matlab scripts.

The software framework also consists of various applications, including Windows desktop Delphi, web applications written on PHP 4 and later, Perl CGI applications and software written in Python running on Windows and Linux Centos/RHEL.

Most software accesses Oracle, PostgreSQL or MySQL based RDBMS using ODBC libraries.

The primary languages intended for future software development are C/C++, Python and Java, with PostgreSQL database.

## VI.2 Best practices and Standards

Several best practices and standards have been established within the Commission including ITIL for IT service management, PRINCE2 for project management and Scrum-like Agile methodology for software development. Software developments are done in a Jenkins based continuous integration and testing environment.

Software developments and documentation shall also adhere with the evolving MuTIP Development and Documentation Standards

All documentation shall adhere to the IDC Documentation Standards. Both Standards will be made available to the Contractor upon request after signature of the Contract. For software development, Open Source technologies shall be preferred. The source code for the developed software should be delivered to the Commission upon completion of each task and shall become the property of the Commission as of the delivery date. The source code of the software developed under the Contract shall follow the Commission's software standards and guidelines.

## VI.3 Work environment

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

The working language at the Commission's headquarters in Vienna, Austria, is English, and the normal weekly working hours is forty, Monday to Friday. Exceptionally, there may be a need to work

overtime or on Saturdays and Sundays. The working period in a given day will be defined on the basis of actual needs even though the usual working hours from Mondays to Fridays are between 08:00am and 06:00pm.

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

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

# VII. Monthly Report

The Contractor shall submit a Monthly Report to the Commission, electronically via email and within the first five (5) working days of each calendar month, describing all the activities performed during the preceding month, including but not limited to:

- Summary of technical support activities done;
- Status of active technical support issues;
- Status of tickets, bug reports and possible fixes;
- Status and updated plan for all active development tasks; and
- Plan for future activities.

## CTBTO Member States

Afghanistan
Albania
Algeria
Andorra
Angola
Antigua and Barbuda
Argentina
Armenia
Australia
Austria
Azerbaijan

Bahamas
Bahrain
Bangladesh
Barbados
Belarus
Belgium
Belize
Benin
Bolivia (Plurinational State of)
Bosnia and Herzegovina
Botswana
Brazil
Brunei Darussalam
Bulgaria
Burkina Faso
Burundi

Cambodia
Cameroon
Canada
Cape Verde
Central African Republic
Chad
Chile
China
Colombia
Comoros
Congo
Cook Islands
Costa Rica
Cote d'Ivoire
Croatia
Cyprus
Czech Republic

Democratic Republic of the Congo
Denmark
Djibouti
Dominican Republic

Ecuador
Egypt
El Salvador
Equatorial Guinea
Eritrea
Estonia
Eswatini
Ethiopia
Fiji
Finland
France

Gabon
Gambia
Georgia
Germany
Ghana
Greece
Grenada
Guatemala
Guinea
Guinea-Bissau
Guyana

Haiti
Holy See
Honduras
Hungary

Iceland
Indonesia
Iran, Islamic Republic of
Iraq
Ireland
Israel
Italy

Jamaica
Japan
Jordan

Kazakhstan
Kenya
Kiribati
Kuwait
Kyrgyzstan

Lao People's Democratic Republic

Latvia
Lebanon
Lesotho
Liberia
Libya
Liechtenstein
Lithuania
Luxembourg

Madagascar
Malawi
Malaysia
Maldives
Mali
Malta
Marshall Islands
Mauritania
Mexico
Micronesia, Federated States of
Monaco
Mongolia
Montenegro
Republic of
Morocco
Mozambique
Myanmar

Namibia
Nauru
Nepal
Netherlands
New Zealand
Nicaragua
Niger
Nigeria
North Macedonia
Republic of
Norway

Oman

Palau
Panama
Papua New Guinea
Paraguay
Peru
Philippines
Poland
Portugal

Qatar

Republic of Korea
Republic of Moldova
Republic of Niue
Romania
Russian Federation
Rwanda
Saint Kitts and Nevis
Saint Lucia
Saint Vincent and the Grenadines
Samoa
San Marino
Sao Tome and Principe
Senegal
Serbia, Republic of
Seychelles
Sierra Leone
Singapore
Slovakia
Slovenia
Solomon Islands
South Africa
Spain
Sri Lanka
Sudan
Suriname
Sweden
Switzerland

Tajikistan
Thailand
Timor-Leste
Togo
Tunisia
Turkey
Turkmenistan
Tuvalu

Uganda
Ukraine
United Arab Emirates
United Kingdom
United Republic of Tanzania
United States of America
Uruguay
Uzbekistan

Vanuatu
Venezuela
Vietnam

Yemen

Zambia
Zimbabwe

# STATEMENT OF CONFIRMATION

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

a) The firm/organization possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.

b) The firm/organization is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.

c) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.

d) The firm/organization has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.

e) The Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.

f) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation;

g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/ Proposal or the procurement process if the person:

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

h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List).[1]

i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

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

j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.

l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.

m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.

n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.

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:<br>City: | 4. E-Mail: |
| Zip Code:<br>Country: | 5. Website: |
| 6. Contact Person: | Title: |
| 7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution) | |
| 8. Year Established: | 9. Number of Employees: |
| 10. Gross Corporate Annual Turnover (US$m)*: | 11. Annual Export Turnover (US$m)*: |
| 12. Type of Business/Products: Manufacturer ☐ Sole Agent ☐ Supplier ☐<br>Other ☐ (please explain) | |
| 13. Type of Business/Services/Work: Engineering ☐ Civil Work ☐ Governmental Institution ☐<br>Other ☐ (please explain) | |
| 14. References (your main customers, country, year and technical field of products, services or work): ** | |
| 15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**<br><br>Organization: Value in US$ Equivalent: Year:<br><br>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.

17. List of Products/Services/Work offered:

| Product/Service/Work # | Product/Service/Work Description |
|---|---|
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| | |

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

Name: Title: Signature: Date:

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

**Additional Details** (if applicable)

Correspondent bank:

Correspondent account number:

Correspondent SWIFT/BIC:

Tax Identification Number:

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

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