

## INVITATION TO BID

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THIS IS NOT AN ORDER

 26

**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2025-0033/Jibril  
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

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

**Attn.:**

Phone:

Fax:

Email:

**Date:** 24 Mar 25

**Title of Request:** Provision of RSA Hardware Replacement, Software Upgrade & Maintenance as per attached Specifications.

**Deadline for Submission:** 22 Apr 25

**Vienna Local Time:** 17:00

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The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to bid the following items as per conditions listed below.

<b>Item</b>	<b>Description and Requirements</b>	<b>Quantity</b>	<b>U/M</b>
1	RSA SecurID Appliance 450 with AM 8.7 RSA SecurID Appliance 450 with Authentication Manager 8.7 SP 2 or higher (in a redundant hot-standby configuration, rack-mounted).	2	each
2	RSA Advanced Hardware Replacement (Next Business Day) for 5 years.	2	each
3	Software maintenance "RSA SecureCare Enhanced" for 5 years.	1	Lot
4	On-site installation, configuration, migration and testing.	1	Lot

When preparing your bid, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by e-mail as soon as possible. If you have any questions you should contact the e-mail address indicated above. We look forward to receiving your bid.

Yours sincerely,

  
Selma Bukvic  
OIC, Procurement Services Section

**ACKNOWLEDGEMENT FORM**

<b>Solicitation No:</b> 2025-0033	<b>Closing Date:</b> 22 Apr 25
<b>Title:</b> Provision of RSA Hardware Replacement, Software Upgrade & Maintenance as per attached Specifications.	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Othman Jibril

**CTBTO Req. No.:** 0010026471

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 bid**

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

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

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

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

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

**C: We will not submit a bid 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 BIDS

### 1. General

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

This Invitation to Bid (ITB) is for the provision of goods/services/works as described in the attached Specifications for the provision of *RSA Hardware Replacement, Software Upgrade & Maintenance*.

The Bid shall meet all requirements stated in these Instructions and the Technical Specifications.

### 2. Documents included in this Invitation to Bid (ITB)

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals, Bidder's Statement Form, Vendor Profile Form and including the following attachments:
  - Attachment 1: Technical Compliance Matrix
  - Attachment 2: Technical Evaluation Criteria
  - Attachment 3: Price Schedule Form
- (c) Annex A LICENSE AGREEMENT Option1 Contractor has IP rights
- (d) Annex A LICENSE AGREEMENT Option2 Contractor does not have IP rights
- (e) The Commission's Model Contract and its Annexes, including:
  - o The Commission's General Conditions of Contract (Annex B of the Model Contract) - incorporated herein by reference available at this link: [Microsoft Word - CTBTO General Conditions of Contract 08-10-2021\\_final clean.docx](#)
  - o The Commission's Technical Specifications (Annex C of the Model Contract).
- (f) Statement of Confirmation
- (g) Vendor Profile Form

### 3. Amendment of the ITB Documents

At any time prior to the closing date for submission of Bid, the Commission may, for any reason, modify the ITB 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 Bid.

### 4. Language of the Bid

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

### 5. Format and Submission of the Bid

The Bid shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Bid 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 Bid.

The Bid shall be submitted electronically to [procurement@ctbto.org](mailto:procurement@ctbto.org) in three separate pdf files:

- one containing the Technical Bid,
- one containing the Financial Bid *with* prices, and
- one containing the Financial Bid *without* prices

No pricing/financial information shall be included in the Technical Bid. Note however that a complete list of the items being offered (without the prices) shall be included in the Technical Section of the Bid.

The subject of the email shall contain the following:

*NAME OF THE PROJECT: [Description indicated in Letter of Invitation]*  
*CTBTO REFERENCE No.: [Description indicated in Letter of Invitation]*

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

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

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this ITB as soon as possible after receipt of the solicitation documents, but in any case no later than 7 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Bids will only be accepted via e-mail and should be sent to:

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)  
Subject: Request for Clarifications re ITB No. **2025-0033/JIBRIL**

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

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

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

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

which is available in our website at [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#) For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

**8. Type of Contract and Payment**

The Commission intends to conclude a firm fixed price Contract based on the Commission's Model Contract. The terms and conditions of payment are set out in the attached Model Contract.

**9. Content of the Bid**

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

The Bid shall be composed of the following separate parts:

I. **Technical Bid;** and

II. **Financial Bid;**

providing, but not limited to, the following information:

**PART I: TECHNICAL BID**

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

**PART I: TECHNICAL BID**

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

**Contract Person and Personnel**

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

**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.

**Technical Compliance Matrix, Bidder's Statement and Statement of Confirmation**

The attached Technical Compliance Matrix, Bidder's Statement and Statement of Confirmation shall be duly signed and submitted together with the Bid.

**Technical Specifications**

The Bid shall include a detailed description of the items proposed by providing a section-by-section response to the Technical Specifications and include relevant technical literature.

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

**Manufacturer's Reference Number**

The Bid shall include the Manufacturer's Reference Number for each Good required by the Commission under this ITB.

**Sub-Contractors**

The Bid shall include names, legal status, address and qualifications of subcontractor(s), if any, involved in the Project and the scope of the subcontracted services. The bidder shall provide a statement that its organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT States Signatories, the list of which is available on the CTBTO website at [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#).

**Delivery Schedule**

Delivery time shall be in compliance with the Technical Specifications and shall be firm during the validity of the Bid.

**References**

A minimum of 3 client references shall be included in the Bid.

**PART II: FINANCIAL BID****Price Schedule**

Bidders shall prepare the Financial Bid using the Price Schedule Form attached hereto. In presenting the cost for each item, adequate justification and calculation must be included in the cost. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract Price.

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

The Bid shall include the costs of the equipment/goods, packing and handling, insurance, transportation and freight, customs clearance (if applicable) and local delivery to CTBTO at Vienna International Centre (VIC) Receiving Area, Vienna, Austria. The delivery terms shall be DAP (Delivered At Place; Incoterms 2020) door-to-door CTBTO-VIC Receiving Area.

**Taxes**

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected Bidder will be informed by

the Commission whether tax exemption will occur at source or whether taxes paid by the selected Bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) *For Austrian companies*

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

(2) *For European Union (EU)*

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

(3) *For Non-EU Companies*

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

## 10. Completeness and Correctness of the Bid

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

## 11. Evaluation of the Bid

- (a) The Commission will conduct the evaluation based on the technical evaluation criteria specified in Attachment 2 “Technical Evaluation Criteria” on a PASS/FAIL basis.
- (b) The Financial Bids of Bidders whose Technical Bids were found technically acceptable will be evaluated to confirm contractual and financial acceptability.
- (c) The Commission, based on the evaluation method given above, will determine the Bid which is the “*least costly technically acceptable Bid*” subject to contractual compliance. Bidders are expected to comply with all the provisions of the Commission’s General Conditions for Contract. Any deviation to these provisions may be a factor in the Commission’s award decision.
- (d) To assist in the examination, evaluation and comparison of bids, the Commission may, at its discretion, request any Bidder to clarify its Bid. The Commission’s request for clarification and the Bidder’s response shall be in writing.

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

**12. Correction of Errors**

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

**13. Validity of the Bid**

The Bid 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. Negotiations of the Bid and Award Notification**

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

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

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

**16. The Commission's Right to Reject the Bid**

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

**17. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, the Commission reserves the right to vary the quantity of the items (goods and/or services), by up to a maximum of twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

**18. Costs of preparation and submission of the Bid**

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



**19. Proprietary Information**

All documentation and information contained in this ITB 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 ITB or otherwise without prior written agreement of the Commission.

<p><b>BIDDER'S STATEMENT</b>  <b>PLEASE FILL THIS FORM &amp; SUBMIT WITH THE BID</b></p>
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Delivery Time:

Shipping weight (kg) and Volume (m<sup>3</sup>) – if applicable:

List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):  
 For one year period     For a period of .....

Warranty period applicable (it shall be for a **minimum of 24 months**, starting from the acceptance of the goods/services by the Commission) – please tick below:  
 For a two-year period     For a period of .....

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

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.  
 Included in this Bid : **Yes**                          **No**   

**Confirmation that the bidder has reviewed the Commission's License Agreement, the Commission's Model Contract, General Conditions of Contract and agreed to all terms and conditions.**  
    **Yes**                          **No**      
**Remarks:**

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States).  
    **Yes**                          **No**                          **Not applicable**      
**Remarks:**

**Name:**  
**Name & Title of Contact Person:**  
**Signature & date:**

## Attachment 1

### FOR THE RSA HARDWARE REPLACEMENT, SOFTWARE UPGRADE & MAINTENANCE

#### *TECHNICAL COMPLIANCE MATRIX*

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

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

*Part I*

Item	Minimum content
<b>1. Executive Summary</b>	Provide an overview of the proposal
<b>2. Experience, Resources and Project Management</b>	
2.1 Corporate Profile and Values	<ul style="list-style-type: none"><li>• Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc.</li><li>• Company business structure and its authority to execute all Work under the Contract.</li><li>• If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project.</li><li>• In case the Bidder requires the services of subcontractors, the Proposal shall include:<ul style="list-style-type: none"><li>a) Relationship of the Bidder's business to any subcontractor(s) that will be used.</li><li>b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization.</li><li>c) The scope of work and nature of subcontracting.</li></ul></li></ul>
2.2 References	The Bid shall include a minimum of 3 client references with their offer
2.3 Requirements for the Contractor	The Bid should address and describe all requirements spelled out under Section 11 of the Technical Specifications.
<b>3. Meeting the Requirements</b>	
3.1 Understanding of the Specifications	<ul style="list-style-type: none"><li>• Please describe your understanding of the services that are to be provided under this Specifications, detailing key assumptions that impact the Bid.</li></ul>
<b>4. Model Contract</b>	
	A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions.

**Part II**

Ref No. of Specifications	Mandatory Requirements	Bidder's Response		Indicate the section in your Bid and insert details of goods offered, including specifications and brand/model offered if applicable
		Yes	No	
2.0	All four items as specified in the table under section 2 of the Terms of Reference are part of the proposal in a correct and complete manner.			
3.0	Scope of Work as specified in section 3 of the Terms of Reference is fully covered.			
4.0	Requirements and Conditions as specified in section 4 of the Terms of Reference will be fulfilled.			
4.0	On-site hardware installation and configuration as well as the acceptance testing and the final switch-over shall take place on working days of the Commission (Tuesday, Wednesday or Thursday only) during regular office hours of the Commission which are between 08:00H and 17:00H CET			
5.0	The Contractor shall be an authorized reseller of the RSA SecurID Appliance and RSA Authentication Manager and have Gold Status at least. Reseller evidence shall be included in the proposal.			
5.0	The Contractor's personnel assigned to this project shall have in-depth knowledge of the RSA SecurID Appliance 450 and of Authentication Manager 8.7 with evidence of minimum 5 years in these areas.			
5.0	The Contractor's personnel shall be able to communicate in English			
6.0	Risk Management			

**Attachment 2**  
**Evaluation Criteria**  
**FOR THE RSA Hardware Replacement, Software Upgrade & Maintenance**

Spec No.	TECHNICAL REQUIREMENTS	PASS/FAIL
2	All four items as specified in the table under section 2 of the Terms of Reference are part of the proposal in a correct and complete manner.	PASS/FAIL
3	Scope of Work as specified in section 3 of the Terms of Reference is fully covered.	PASS/FAIL
4	Requirements and Conditions as specified in section 4 of the Terms of Reference will be fulfilled.	PASS/FAIL
4	On-site hardware installation and configuration as well as the acceptance testing and the final sign-off shall take place on working days of the Commission (Tuesday, Wednesday or Thursday only) during regular office hours of the Commission which are between 08:00H and 17:00H CET.	PASS/FAIL
5	The Contractor shall be an authorized reseller of the RSA SecurID Appliance and RSA Authentication Manager and have Gold Status at least. Reseller evidence shall be included in the proposal.	PASS/FAIL
5	The Contractor's personnel assigned to this project shall have in-depth knowledge of the RSA SecurID Appliance 450 and of Authentication Manager 8.7 with evidence of minimum 5 years in these areas.	PASS/FAIL

**Attachment 2**  
**Price Schedule Form**

No.	Description (ToR)	Unit	Required Qty	Unit Price	Total Price
				Currency	Currency
1	RSA SecurID Appliance 450 with Authentication Manager 8.7 SP2 or higher (in a redundant hot-standby configuration, rack-mounted)	EA	2		
2	RSA Advanced Hardware Replacement (next business day) for RSA SecurID Appliance 450 valid for five (5) years in total as of 1 August 2025	EA	2		
3	Software maintenance "RSA SecureCare Enhanced" for <b>five (5) years</b> covering "RSA Authentication Manager Base Edition" for 1000 users as of 1 August 2025	LOT	1		
4	On-site installation, configuration, migration and acceptance testing of the new RSA SecurID Appliances and RSA Agent upgrade as required. A minimum of two (2) man-days on-site shall be quoted.	LOT	1		
				Total (Currency)	

**NB:**

i Offered Currency shall be USD or EUR only.

Delivery term: (DAP Delivered At Place - incoterms 2020). The Contractor shall deliver the two RSA SecurID Appliances to the Receiving Area of the Vienna International Centre (VIC). In-house transport from the VIC Receiving Area to the Commission's

ii Computer Centre (CC) at floor C-1 will be handled by the Commission.

Unless otherwise instructed by the Commission, hardware and software items shall be delivered not later than by **1 July 2025**

iii and the installation, configuration and migration work shall be completed on **31 July 2025**

**ANNEX A**

**[Option 1 – to be used when the Contractor is the owner of the software]**

**LICENSE AGREEMENT**

**1. PREAMBLE**

- 1.1. This License Agreement is part of the Contract entered between the Commission and the Contractor (hereinafter collectively referred to as the “Parties”).
- 1.2. The Contractor possesses intellectual property rights to the software (hereinafter referred to as the “Software”) and relevant documentation (hereinafter referred to as the “Documentaion”).
- 1.3. The Contractor is willing to grant and the Commission desires to acquire a non-exclusive, non-transferable and irrevocable License as provided below.
- 1.4. The Parties hereto have agreed as follows.

**2. DEFINITIONS**

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

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

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

**3. GRANT OF RIGHTS AND LICENSES**

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

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

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

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

#### **5. WARRANTY**

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

#### **6. INDEMNITY**

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

option and expense, either (i) procure for the Commission the right to continue using said Software; (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify it so that it becomes non-infringing.

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

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

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



**ANNEX A**

**[Option 2 – to be used when the Contractor is not the owner of the software, but has a right to grant a license to the software]**

**LICENSE AGREEMENT**

**1. PREAMBLE**

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

**2. DEFINITIONS**

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

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

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

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

**3. GRANT OF RIGHTS AND LICENSES**

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

- 3.6. The Commission agrees not to remove or destroy any proprietary markings, restrictive legends, or intellectual property notices on or in the Software and Documentation.
- 3.7. All title, ownership rights and intellectual property rights in and to the Software and the Documentation shall remain with the manufacturer. The Commission acquires no title, right or interest in the Software or the Documentation, other than the License(s) specifically granted herein by the Contractor and the title to the media upon which the Software is delivered.

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

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

#### **5. WARRANTY**

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

#### **6. INDEMNITY**

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

- 6.2. If, as a result of any claim, suit or proceeding so defended, any of the Software is held to constitute an infringement or its use by the Commission is enjoined, the Contractor shall, at its option and expense, either (i) procure for the Commission the right to continue using said Software; (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify it so that it becomes non-infringing.

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

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

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

## STATEMENT OF CONFIRMATION

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

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

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

- j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.
- l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
- m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.
- n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.
- o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.<sup>1</sup>

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

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

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

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

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

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

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

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

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

17. List of Products/Services/Work offered:

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

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

Name:	Title:	Signature:	Date:
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<p><b>Bank Details</b></p> <p>Bank Name:</p> <p>Bank Address:</p> <p>Exact Account Holder Name:</p>	<p><b>Beneficiary Details</b></p> <p>Beneficiary Name: <small>(exactly as stated on bank statements)</small></p> <p>IBAN: <small>(if applicable)</small></p> <p>Account number:</p> <p>SWIFT/BIC:</p> <p>ABA/Sort Code:</p>
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**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.

CONTRACT No. XXXX-XXXX

between

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

and

(INSERT NAME OF THE CONTRACTOR)

for

the provision of

**RSA HARDWARE REPLACEMENT, SOFTWARE UPGRADE &  
MAINTENANCE**

This Contract comprises this cover page, a table of contents, 8 (eight) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

**March 2025**

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ANNEXES:

- ANNEX A - THE COMMISSION'S LICENSE AGREEMENT
- ANNEX B - THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT
- ANNEX C - THE COMMISSION'S TERMS OF REFERENCE
- ANNEX D - THE CONTRACTOR'S BID



# MODEL CONTRACT

This CONTRACT is entered into between the PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as the “Commission”), having its office located at Wagramer Strasse 5, 1400 Vienna, Austria, and \_\_\_\_\_ (hereinafter referred to as the “Contractor”), having its registered office located at \_\_\_\_\_ [address] (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 License Agreement

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

“**Annex C**” means the Commission’s Specifications.

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

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

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

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

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

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

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

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

## **2. AIM OF THE CONTRACT**

The aim of this Contract is to provide Goods and Services, namely, RSA Hardware Replacement, Software upgrade & Maintenance (hereinafter referred to as the “Services” or “Work”), for the Commission.

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

This Contract shall enter into force upon the date of the last signature by the authorized representatives of the Parties (hereinafter referred to as the “Effective Date”) and it shall remain in force until the Parties fulfill all their obligations hereunder.

## **4. COMMENCEMENT AND COMPLETION OF THE SERVICES**

The Contractor shall provide the goods and commence the Services related to the provision, installation, configuration, migration and acceptance testing of the hardware and software referred to in Annexes C and D on the Effective Date and shall complete them no later than 31 July 2025

The Contractor shall commence the Services related to Software Maintenance referred to in Annexes C and D on **1 August 2025** and shall provide them until **31 July 2030**.

## **5. STANDARD OF WORK**

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

## **6. RESPONSIBILITIES OF THE CONTRACTOR**

- (a) The Contractor shall provide the Services described in Annex C and D.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Services under this Contract. The key persons shall be available for possible tasks related to the Services throughout the duration of the Contract period. Any

**7. WARRANTY**

- (a) The provisions of Clause 28 of Annex B apply to the Works performed by the Contractor.
- (b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of the Contractor.

**8. PERMITS, NOTICES, LAWS AND ORDINANCES**

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.
- (b) The Contractor shall give all notices required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

**9. PROTECTION OF PERSONS AND PROPERTY**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
  - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
  - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
  - (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.

- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

## 10. RESPONSIBILITIES OF THE COMMISSION

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

## 11. CONTRACT PRICE

- (a) The Commission shall pay the Contractor in consideration of the full and proper performance of its obligations under the Contract as follows:
  - (i) A firm fixed price of [EURO/US\$] \_\_\_\_\_ [in numbers and words], hereinafter referred to as the "Contract Price" for provision of the Work in accordance with Annexes C and D.

**[NOTE TO PROCUREMENT: THE PRICE INDICATED IN THIS CLAUSE SHALL EXCLUDE TAXES.]**

- (b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor's personnel outside the Commission's normal working hours.
- (c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the

Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.

- (d) **[PLEASE IDENTIFY WHETHER TAXES ARE APPLICABLE UNDER THIS CONTRACT AND SELECT ONE OF THE FOLLOWING OPTIONS AT THE TIME OF AWARD]:**

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

**OR**

No Taxes are applicable under this Contract.

## 12. PAYMENT

- (a) The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:

[A progress payment schedule based on milestone deliveries may be included in the proposal. Any applicable Taxes shall be identified separately, and not be included in the Contract amount, i.e. "Upon [milestone] the amount of [EURO/US\$] \_\_\_\_\_ [in numbers and words], and [indicate the applicable Tax] in the amount of [EURO/US\$] \_\_\_\_\_ [in numbers and words].

- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 12 (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email address specified in Clause 21 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

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

- (e) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or

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

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

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

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

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 21 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 14 (a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

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

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

### **16. ENTIRE AGREEMENT**

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

## 17. DISCREPANCIES

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

- (i) this document;
- (ii) the Commission's License Agreement (Annex A);
- (iii) the Commission's General Conditions of Contract (Annex B);
- (iii) the Commissions Specifications (Annex C);
- (iv) Contractor's Proposal (Annex D).

## 18. SEVERABILITY

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

## 19. NO WAIVER

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

## 20. CONTRACT AMENDMENT

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

## 21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

- (a) The Commission:

For Contractual Issues:

*Chief, Procurement Section*

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

*Vienna International Centre*

*Wagramerstrasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

*Tel: + (43 1) 26030 6350*

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

For invoices:

*Accounts Payable*

*CTBTO Financial Services Section*

*Vienna International Centre*

*Wagramerstrasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

*Tel: + (43 1) 26030 6292*

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

For related enquiries:

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

- (b) The Contractor:

**22. EFFECTIVENESS**

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



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

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

---

[Name, Position/Title]

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

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

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

---

[Name, Position/Title]

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

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

## **LIST OF ANNEXES**

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

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

**ANNEX C:** THE COMMISSION'S SPECIFICATIONS

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

## Annex C

### **Specifications RSA Hardware Replacement, Software Upgrade & Maintenance**

#### **1.0 BACKGROUND**

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) owns and operates two servers “RSA SecurID Appliance 350” running “Authentication Manager Base Edition” version 8.4 P 13, installed in a redundant configuration with a 1000 user license (SN 81289998).

The following systems are acting as agents/clients for one-time-password user authentication controlled by this RSA Appliance configuration:

- CISCO ASA as VPN concentrator (using RADIUS)
- Rlogin-Server (LINUX based) using the RSA PAM Agent
- Several additional RADIUS clients (LINUX based)

A hardware replacement for the two RSA SecurID appliances including five years of maintenance, a software upgrade and a new software maintenance contract for the RSA Authentication Manager is required as of 1 August 2025.

#### **2.0 SPECIFICATION OF THE DELIVERABLES**

The Contractor shall be responsible for providing the hardware and software items as specified below, as well as for on-site hardware installation, appliance configuration, migration of the existing Authentication Manager 8.4 software configuration to the new hardware platform running Authentication Manager 8.7 (AM 8.7 SP2), for the RSA Agent upgrade as far as required by the server upgrade, migration of licenses, and for acceptance testing.

<b>Item description</b>	<b>Quantity</b>
RSA SecurID Appliance 450 with Authentication Manager 8.7 SP2 or higher (in a redundant hot-standby configuration, rack-mounted)	2 EA
RSA Advanced Hardware Replacement (next business day) for RSA SecurID Appliance 450 valid for five (5) years in total as of 1 August 2025	2 EA
Software maintenance “RSA SecureCare Enhanced” for five (5) years covering “RSA Authentication Manager Base Edition” for 1000 users as of 1 August 2025	1 LOT
On-site installation, configuration, migration and acceptance testing of the new RSA SecurID Appliances and RSA Agent upgrade as required. A minimum of two (2) man-days on-site shall be quoted.	1 LOT

Unless otherwise instructed by the Commission, hardware and software items shall be delivered not later than by 1 July 2025 and the installation, configuration and migration work shall be completed on 31 July 2025.

### **3.0 SCOPE OF WORK**

- The Contractor shall provide the hardware and software items specified in Section 2.0 above.
- The Contractor shall submit to the Commission a detailed installation, migration, implementation and acceptance test plan for the whole RSA SecurID Appliance replacement and upgrade procedure within three (3) weeks after the entry into force of the Contract. This plan shall describe exactly how the replacement of the current configuration is proposed with as little disruption of authentication services for the end-users as possible. The migration plan has to be accepted by the Commission before the actual on-site work can start. Any additional and temporary equipment which is required for the implementation of this plan shall be provided by the Contractor.
- The Contractor shall ensure that all RADIUS configuration items used for Remote Access VPN (including RADIUS profiles attached to user alias login names) are properly transferred to the new platform and all functionalities are tested and proved operational with AM 8.7.
- The Contractor shall provide support to the upgrade of the LINUX PAM Agent, as far as this agent is affected by the server software upgrade from AM 8.4 to AM 8.7.
- The Contractor shall deliver the two RSA SecurID Appliances to the Receiving Area of the Vienna International Centre (VIC). In-house transport from the VIC Receiving Area to the Commission's Computer Centre (CC) at floor C-1 will be handled by the Commission.
- The Contractor shall conduct on-site hardware installation of the two new RSA SecurID Appliances according to the detailed implementation plan as requested above. Rack space and power feeds of the existing appliances shall be re-used for the new appliances/servers.
- The Contractor shall transfer the existing configuration (including all token records and agent definitions) to the new RSA SecurID Appliances and prepare the new installation for testing.
- The Contractor shall conduct functional acceptance testing according to the approved implementation and acceptance test plan. The respective test procedures shall cover all relevant aspects of RSA SecurID authentication for each RSA Agent separately. Testing shall also include a complete backup and restore cycle of the new system.
- The Contractor shall document any changes to the currently operated RSA configuration in writing for future reference.

#### **4.0 REQUIREMENTS AND CONDITIONS**

- The actual switch-over from the currently operated RSA SecurID Appliances with Authentication Manager 8.4 to the new RSA Appliances with Authentication Manager 8.7 shall be performed by the Contractor with as little disruption as possible for each system acting as RSA Agent. Details of the proposed procedure shall be specified in advance in the migration, implementation and testing plan.
- All necessary temporary equipment shall be provided by the Contractor.
- On-site hardware installation and configuration as well as the acceptance testing and the final switch-over shall take place on working days of the Commission (Tuesday, Wednesday or Thursday only) during regular office hours of the Commission which are between 08:00H and 17:00H CET.
- The Contractor shall conduct its work based on a “turn-key” approach and fully cover all activities required to complete the scope of work as described in these Specifications. The total amount of man-days/work-hours proposed for the project as part of the “turn-key solution” (on-site as well as off-site) and their respective estimated allocation to different activities 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 Specifications regardless of the actual number of man-days dedicated to a specific task.

#### **5.0 CONTRACTOR’S QUALIFICATIONS**

The Contractor shall be an authorized reseller of the RSA SecurID Appliance and RSA Authentication Manager and have Gold Status at least. Reseller evidence shall be included in the proposal.

The Contractor’s personnel assigned to this project shall have in-depth knowledge of the RSA SecurID Appliance 450 and of Authentication Manager 8.7 with evidence of minimum 5 years in these areas.

The Contractor’s personnel shall be able to communicate in English with the Commission’s personnel.

#### **6.0 RISK MANAGEMENT**

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

Upon the project's satisfactory completion, the Contractor shall conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation. The insights gained from the risk management process should be methodically documented and shared with the CTBTO, thereby contributing to the knowledge repository for forthcoming software development endeavours.