

preparatory commission for the comprehensive nuclear-test-ban treaty organization

58

INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0205/Rickard (PLEASE QUOTE ON ALL COMMUNICATIONS)

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

Attn.: Phone: Fax: Email:

Date: 20 Dec 2024

Title of Request: VMWare Support Extension for Period 2025-2027, as per the attached Terms of Reference

Deadline for Submission: 16 JAN 25 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 bid the following items as per conditions listed below.

ItemDescription and RequirementsQuantityU/M1Renewal of VMWare Support1Lot

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,

Sally Alvarez De Schreiner Chief, Procurement Services Section



preparatory commission for the comprehensive nuclear-test-ban treaty organization

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0205	Closing Date:	16 Jan 25
<i>Title:</i> VMWare Support Extension for Period 2025-2027, as per the attached Terms of Reference	Vienna Local Time:	17:00

Procurement Staff: Adam Neil Rickard

CTBTO Req. No.: 0010025909

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	l submit our bid	
		Company Name:
By:	(date)	Contact Name:
	(uale)	Email/Tel:
B: We may	submit and will advise	
		Company Name:
By:		Contact Name:
	(date)	Email/Tel:
		
C: We will r	not submit a bid for the following	reason(s)
ou	r current workload does not permit ι	us to take on additional work at this time;
we	e do not have the required expertise	for this specific project;
ins	sufficient time to prepare a proper su	ıbmission;
oth	ner (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 Technical Requirement/Terms of Reference.

The Bid shall meet all the Technical Specifications and be submitted in accordance with these Instructions for Preparation and Submission of Bids.

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

- (a) Purchase Order;
- (b) General Conditions for Goods (Annex A to the Purchase Order);
- (c) Terms of Reference (Annex B to the Purchase Order)
- (d) The Bidder's Offer (Bid) (Annex C).

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

This ITB consists of the following documents:

- 1) Letter of Invitation
- 2) These Instructions for Preparation and Submission of Bids, with its Attachments:
 - Attachment 1: Bidder's Statement;
 - Attachment 2: Bidder Technical Compliance Matrix;
 - Attachment 3: Technical Evaluation Criteria Matrix; and
 - Attachment 4: Financial Bid Price Schedule Form.
- 3) List of CTBT State Signatories available at <u>www.ctbto.org</u> under <u>Status of Signatures</u> <u>and Ratifications | CTBTO</u> and incorporated hereby by reference;
- Annex A The Commission's General Conditions of Contract, available at <u>CTBTO</u> <u>General Conditions of Contract_08-10-2021_final.docx_and incorporated hereby by</u> reference;
- 5) The Commission's Terms of Reference (Annex B).
- 6) Vendor Profile Form; and
- 7) Statement of Confirmation.

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

NOTE: The Bid can be submitted for both Task 1 and 2 or for one Task only.

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

(a) in three separate pdf files:
 one containing the Financial Bid *with* prices,
 one containing the Financial Bid *without* prices, and
 one containing the Technical Bid,

The subject of the email shall contain the following: NAME OF THE PROJECT: VMWare Support Extension for Period 2025-2027 CTBTO REFERENCE No.: 2024-0205/RICKARD

No pricing/financial information shall be included in the Technical Section of the 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.

(a) 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 <u>no later than five (5) business days prior to the Closing Date</u>. No requests for clarifications will be entertained after this time. Questions will <u>only</u> be accepted via e-mail and should be sent to:

E-mail:	procurement@ctbto.org
Subject:	Request for Clarifications re ITB No. 2024-0205/RICKARD

The Commission will make all reasonable efforts to issue the clarifications not later than four (4) 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 Purchase Order. 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 Purchase Order shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT) which is available in the CTBTO website at <u>www.ctbto.org</u> under <u>Status of Signatures and</u> <u>Ratifications | CTBTO</u>. 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 based on the Commission's Purchase Order. The terms and conditions of payment are as follows:

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

- (1) Invoice(s) showing the firm fixed price of the services for the respective period. The Supplier shall submit an invoice electronically, from the Supplier's official e-mail address in PDF format, duly signed and stamped by the Supplier and submitted to the Commission's email addressed specified in the Purchase Order. Each invoice shall contain the Purchase Order number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Supplier's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer;
- (2) Acknowledgement Copy of the Purchase Order with the Supplier's signature;
- (3) Any other relevant documents.

Applicable Taxes payable by the Supplier and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as 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 Purchase Order, bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other supporting documentation.

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

9. Content of the 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.

1. Personnel

The Bid shall state the contact details and address (name, telephone and fax numbers, and email address) of the person/point of contact in your company dealing with this ITB.

2. Documents Establishing the Eligibility and Qualifications of the Bidder

- (i) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited to the following:
 - (a) That, in the case of a Bidder offering to supply goods under the Purchase Order which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
 - (b) That the Bidder has the financial, technical, and production capability necessary to perform the Purchase Order.
- (ii) Expertise of the Firm/Organization: This section shall provide details regarding the experience of the organization and a list of the projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB.
- (iii) Management Structure and Key Personnel: This section shall provide information about the management structure and include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. Curriculum Vitae (CVs)

should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

(iv) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Purchase Order during its stated full term.

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

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

4. Specifications

The Bid shall include a detailed description of the items proposed 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 guaranties in respect to any Equipment item.

In the technical offer, the Contractors shall provide detailed list of the products, indicating the support start date and the support end date.

5. 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 is available on the CTBTO website at <u>www.ctbto.org</u> under <u>Status of Signatures and Ratifications | CTBTO</u>).

6. Delivery Schedule

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

PART II: FINANCIAL BID

- i. The Bid shall include the costs of the services.
- ii. The Bidder is required to prepare the Price Schedule using the Price Schedule Form attached to these Instructions for Preparation and Submission of Bids. 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 Purchase Order Price.

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

(1) For Austrian companies

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

(2) For European Union (EU) Companies

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

(3) For Non-EU Companies

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

iv. 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 Purchase Order award.

7. 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.

8. Evaluation of the Bid

a) The Commission will conduct the evaluation based on the technical evaluation criteria specified in Attachment 3 "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 RFP.

9. 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.

10. Validity of the Bid

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

11. Negotiations of the Bid and Award

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 Purchase Order under this ITB.

12. 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.

13. 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.

14. Right to Vary Requirements at the Time of Award

At the time of award of the Purchase Order, the Commission reserves the right to vary the quantity of the items (goods and/or services), by up to a maximum of ten per cent (10%) of the total offer, without any change in the unit price or other terms and conditions.

15. 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.

16. 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.

17. Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Bids

A Bidder must <u>not</u>, 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 Bid 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.

<u>Attachment 1 – Bidder's Statement</u>

BIDDER'S STATEMENT PLEASE FILL THIS FORM & SUBMIT WITH THE BID			
Delivery Time:			
Shipping weight (kg) and Volume (m ³) – if applicable:			
List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):			
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:			
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 Model Contract, License Agreement and 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 Remarks: No			
Name: Name & Title of Contact Person:			
Signature & date:			

ITB 2024-0205/RICKARD VMWare Support Extension for Period 2025-2027

Attachment 2: MINIMUM CONTENT OF TECHNICAL PROPOSAL AND TECHNICAL COMPLIANCE MATRIX

Below sets out the Minimum content of the Proposal and the <u>Mandatory Requirements</u> of the Technical submission. 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 Terms of Reference for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

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

Part I

	Item	Minimum content
1.	Executive Summary	Provide an overview of the proposal
2.	Experience, Resources ar	nd Project Management
2.1	Corporate Profile and Values	 Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc. Company business structure and its authority to execute all Work under the Contract. If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project. In case the Bidder requires the services of subcontractors, the Proposal shall include: a) Relationship of the Bidder's business to any subcontractor(s) that will be used. b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization. c) The scope of work and nature of subcontracting.
2.2	Corporate Experience	The proposal should detail the Bidder's experience in executing work of similar scope and complexity.
2.3	Requirements for the Contractor	The Proposal should address and describe all requirements spelled out under Section 4 of the Terms of Reference (ToR).
3.	Meeting the Requiremen	its

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.
4. Contractor's key staff	
4.1. Visa & Work Permits	Provide written confirmation that the Bidder understands and agrees to take responsibility for obtaining any Visa and/or work permits, which may be required to perform the Work under the Contract. The CTBTO does not sponsor work permits for contractors.
4.2. Documentation and Reporting	Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form.
5. General Conditions of Cont	ract
	A statement that the bidder has carefully reviewed the CTBTO General Conditions of Contract and is in agreement with all its terms and conditions.

Part II – Compliance Matrix

TOR Ref #	TECHNICAL REQUIRE	Bidder Compliance (Yes/No)	Indicate the section in your Bid and ensure that it is sufficiently described in the Bid		
2	Basic requirement 1 The Contractor shall provide licensin VMWare products listed in the table shall allow the Commission to log se incidents directly with VMWare/Broa	s belo rvice i			
	Product VMware vSphere Standard (VVS) VMware vSphere Foundation (VVF)	Qty 320 64	UoM Per Core Per Core		

2	The required support level is Basic support.	
2	The support shall cover the period January 2025 to 31 December 2027.	
2	In the technical offer, the Contractors shall provide a detailed list of the products, indicating the support start date and the support end date.	
2	Basic requirement 2 150x VMWare PSO credits, valid for 12 months.	
2	Optional requirement 2 150x VMWare PSO credits, valid for 12 months.	
2	For the Basic requirement 2 and Optional requirement 1, the Commission shall have the right, but not the obligation, to exercise two (2) times (year 2, year 3) optional extensions, in a form of a separate Purchase Order.	
3.1	Demonstrated experience in providing VMWare licensing and support.	
3.1	Proven capability to support VMWare vSphere Standard and vSphere Foundation at the level of Basic support.	
3.1	Experience with logging and managing service requests and incidents directly with VMWare/Broadcom.	
3.2	Minimum of 5 years of experience in providing similar support services for large-scale, international organizations, particularly those with highly available IT infrastructures.	
3.2	Evidence of minimum two (2) past projects where the Contractor provided support services for VMWare products, particularly in international or high-security environments.	

3.3	VMWare Partner or equivalent certification demonstrating authorized status to provide licensing and support.	
3.3	All technical personnel assigned to this Contract shall hold relevant VMWare certifications (e.g., VCP-DCV, VCAP, VCDX).	
3.4	Incident response and resolution timeframes for service requests shall be in alignment with VMWare's Basic support level package.	

ITB 2024-0205/RICKARD Attachment 3: Technical Evaluation Matrix VMWare Support Extension for Period 2025-2027

ToR Ref #	TECHNICAL REQUIREMENTS	PASS/FAIL				
	Basic requirement 1 The Contractor shall provide licensing below. The support shall allow the Co					
2	VMWare/Broadcom.		PASS/FAIL			
		VMware vSphere Standard (VVS)	320	Per Core		
		VMware vSphere Foundation (VVF)	64	Per Core		
2	The required support level is Basic su	oport.				PASS/FAIL
2	The support shall cover the period Ja	nuary 2025 to 31 December 2027.				PASS/FAIL
2	In the technical offer, the Contractors support start date and the support er		oducts	s, indicating	the	PASS/FAIL
2	Basic requirement 2 150x VMWare PSO credits, valid for 1	2 months.				PASS/FAIL
2	Optional requirement 2					PASS/FAIL
2	For the Basic requirement 2 and Optional requirement 1, the Commission shall have the right, but not the obligation, to exercise two (2) times (year 2, year 3) optional extensions, in a form of a separate Purchase Order.					
3.1	Demonstrated experience in providin	PASS/FAIL				
3.1	Proven capability to support VMWare vSphere Standard and vSphere Foundation at the level of Basic support.					
3.1	Experience with logging and managing service requests and incidents directly with VMWare/Broadcom.					
3.2	Minimum of 5 years of experience in international organizations, particular		-			PASS/FAIL
3.2	Evidence of minimum two (2) past projects where the Contractor provided support services for VMWare products, particularly in international or high-security environments.				PASS/FAIL	
3.3	VMWare Partner or equivalent certifi and support.	PASS/FAIL				
3.3	All technical personnel assigned to th VCP-DCV, VCAP, VCDX).	PASS/FAIL				
3.4	Incident response and resolution time VMWare's Basic support level packag	PASS/FAIL				

	ITB 2024-0205/RICKARD						
	Attachment 4: Price Schedule Form						
	VMWare Support Extension for Period 2025-2027						
Item	Description	Time Period	Quantity	Unit of Measure	Unit Price	Bidder Total Price (EUR or USD) Please specify	
Fixed requ	irement						
1	VMware vSphere Standard (VVS) basic support coverage period 29 December 2024 to 28 December 2027	2025-2027	320	Per Core		0.00	
2	VMware vSphere Foundation (VVF) basic support coverage period 29 December 2024 to 28 December 2027	2025-2027	64	Per Core		0.00	
3	VMWare PSO credits, valid for 12 months	2025	150	Per Credit		0.00	
4	VMWare PSO credits, valid for 12 months	2026	150	Per Credit		0.00	
5	VMWare PSO credits, valid for 12 months	2027	150	Per Credit		0.00	
Optonal re	equirement						
6	VMWare PSO credits, valid for 12 months	2025	150	Per Credit		0.00	
7	VMWare PSO credits, valid for 12 months	2026	150	Per Credit		0.00	
8	VMWare PSO credits, valid for 12 months	2027	150	Per Credit		0.00	
5	Any other costs (please specify)						
Total Pric	e in EUR or USD (excluding taxes**)					0.00	

* Specify either EUR or USD

** Please see the Instructions for Preparation and Submission of Bids about any applicable taxes ("Type of Contract and Payment" and "Content of the Bid – Part II: Financial Bid")

***Verify Total Prices:

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



TERMS OF REFERENCE

VMWare Support Extension for Period 2025-2027

1. BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization with its headquarters in Vienna (hereinafter referred to as the "Commission") is the international organization mandated to establish and operate the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT). The Treaty provides for a global verification regime, including a network of more than 300 stations worldwide, a communication system, an international data centre and on-site inspections capability to monitor compliance with the Treaty. More information can be found at www.ctbto.org.

The Commission intends to establish a Contract for "VMWare Support Extension for the period 2025-2027" (hereinafter referred to as the "Work" and/or "Services"). The Contractor shall work with the Commission and shall provide Services in accordance with these Terms of Reference (ToR).

This ToR defines the technical framework of all related activities to be performed during the delivery of Services and contains all technical requirements for the activities which shall be carried out by the Contractor.

The Contractor shall carry out the Work in accordance with these ToR and in the most costeffective manner possible. For all work tasks, the Contractor must inform the Commission of the appropriate and current points of contact, including contacts for: 1) technical matters, 2) commercial matters. If these points of contact change during any phase of the Work Tasks, the Contractor must inform the Commission immediately in writing.

2. SCOPE OF THIS PROCUREMENT

The Commission wishes to select a Contractor to provide the support services below for the period 2025 - 2027.

Basic requirement 1

The Contractor shall provide licensing and support for the VMWare products listed in the tables below. The support shall allow the Commission to log service requests and incidents directly with VMWare/Broadcom.

Product	Qty	UoM
VMware vSphere Standard (VVS)	320	Per Core
VMware vSphere Foundation (VVF)	64	Per Core

The required support level is Basic support.

The support shall cover the period January 2025 to 31December 2027.



Basic requirement 2

150x VMWare PSO credits, valid for 12 months.

Optional requirement 1

150x VMWare PSO credits valid for 12 months.

For the Basic requirement 2 and Optional requirement 1, the Commission shall have the right, but not the obligation, to exercise two (2) times (year 2, year 3) optional extensions, in a form of a sseparate Purchase Order.

3. CONTRACTOR'S QUALIFICATION REQUIREMENTS

To be eligible for this procurement, the Contractor must meet the following qualifications:

3.1 Technical Expertise

- Demonstrated experience in providing VMWare licensing and support.
- Proven capability to support VMWare vSphere Standard and vSphere Foundation at the level of Basic support.
- Experience with logging and managing service requests and incidents directly with VMWare/Broadcom.

3.2 Experience and Track Record

- Minimum of 5 years of experience in providing similar support services for largescale, international organizations, particularly those with highly available IT infrastructures.
- Evidence of minimum two (2) past projects where the Contractor provided support services for VMWare products, particularly in international or high-security environments.

3.3 Certifications and Authorizations

- VMWare Partner or equivalent certification demonstrating authorized status to provide licensing and support.
- All technical personnel assigned to this Contract shall hold relevant VMWare certifications (e.g., VCP-DCV, VCAP, VCDX).

3.4 Response and Resolution Timeframes

- Incident response and resolution timeframes for service requests shall be in alignment with VMWare's Basic support level package.

VENDOR PROFILE FORM (VPF) – FO	R PRODUC'	FS/SERVICES/WORK
1. Name of Company:		
2. Street Address:	3. Tele	ephone:
P.O. Box: City:	4. E-N	fail:
Zip Code: Country:	5. We	osite:
6. Contact Person:	Title:	
7. Legal Status (e.g. Partnership, Private Limited Company PLEASE INCLUDE A COPY OF THE CERTIFICATE		
8. Year Established:	9. Number of	Employees:
10. Gross Corporate Annual Turnover (US\$m)*:	11. Annual Ex	xport Turnover (US\$m)*:
12. Type of Business/Products: Manufacturer Sol Other (please explain)	e Agent	Supplier
13. Type of Business/Services/Work: Engineering Other (please explain)	Civil Work	Governmental Institution
14. References (your main customers, country, year and tec	hnical field of	products, services or work): **
15. Previous Supply Contracts with United Nations Organiz	ations (over th	e 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 las	t 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. *

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17. List of Products/Services/Work offered:	
Product/Service/Work # Pro	oduct/Service/Work Description
18. This section shall be <u>signed</u> and stamped by an offic your organization:	ial legally authorized to enter into contracts on behalf of
Name: Title:	Signature: Date:
Bank Details	Beneficiary Details
Bank Name:	Beneficiary Name: (exactly as stated on bank statements)
Bank Address:	IBAN: (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:	
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	FOR CIBIO USE ONLY	
Evaluated By:	Initials	Date:
-		
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Updated By:	Initials	Date:
Remarks:		
Kelliarks.		

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

STATEMENT OF CONFIRMATION

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

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

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

- 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.
- 1) 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.¹

Name (print):_____

Signature:
Signature.

Title/Position:

Place (City and Country):

Date: _____

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