



# INVITATION TO TENDER

## ECMWF/ITT/2023/348

### Establishment of a Framework Contract for Storage Equipment and Support Services

#### Volume I:

#### Instructions for Tenderers and Conditions of Tender

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# 1 Introduction

## 1.1 Introduction to ECMWF

The European Centre for Medium-Range Weather Forecasts (ECMWF) is an independent intergovernmental organisation supported by 35 states.

ECMWF is both a research institute and a 24/7 operational service, producing global numerical weather predictions and other data for its Member and Co-operating States and the broader community. The Centre has one of the largest supercomputer facilities and meteorological data archives in the world. Other strategic activities include delivering advanced training and assisting the WMO in implementing its programmes.

ECMWF is a key player in Copernicus, the Earth Observation component of the European Union's Space programme, offering quality-assured information on climate change (Copernicus Climate Change Service), atmospheric composition (Copernicus Atmosphere Monitoring Service), flooding and fire danger (Copernicus Emergency Management Service), and through the EU's Destination Earth initiative, it is developing prototype digital twins of the Earth.

The organisation was established in 1975 and now employs around 450 staff from more than 35 countries. ECMWF is headquartered in Reading, UK, with additional sites in Bologna, Italy, and Bonn, Germany. A description of ECMWF's activities and infrastructure can be found at: <https://www.ecmwf.int/en/about>.

## 1.2 Definitions

Definitions common to all ECMWF ITTs and used in the documents for this ITT are listed here:

- "ECMWF or Centre" means European Centre for Medium-Range Weather Forecasts;
- "eProcurement Portal" means the web based portal to be used by Tenderers to submit their responses to this ITT;
- "ITT" means this Invitation to Tender, comprising an online portal containing a set of ITT questions and associated documentation;
- "Services" means any of the services that are being procured by the ECMWF in this ITT;
- "Successful Tenderer" means a respondent to this ITT who is successfully chosen as a supplier and subsequently performs the Services;
- "Tender" means a response to this ITT;
- "Tenderer" means a respondent to this ITT;
- "You" the recipient of this ITT, a prospective Tenderer.

## 2 Structure of this ITT

The ITT is structured in several parts, described below, all of which form the ITT. All documents that Tenderers will need, with the exception of the Contract Notice, are held on the eProcurement Portal.

### 2.1 ITT Online Questionnaire – ProContract eProcurement Portal

ECMWF uses eProcurement Portal for this procurement (see Section 3). The ITTs that are launched by ECMWF are available at: <https://procurement.ecmwf.int/>

The ITT Online Questionnaire in the eProcurement Portal is where Tenderers prepare and submit their responses. It contains questions for Tenderers to respond to by uploading the documents that will comprise their response. These questions also contain the different volumes of the ITT as relevant.

## 2.2 Volume I – Instructions for Tenderers and Conditions of Tender (this document)

Contains an introduction to the ECMWF, lists the conditions of Tender and provides instructions on how to respond.

## 2.3 Volume IA – Timetable for the ITT

Contains a listing of the events and their dates for this ITT.

## 2.4 Volume II – Specification of Requirements

Contains detailed technical specifications and requirements for this ITT, including functional and non-functional requirements for Tenderers.

## 2.5 Volume III – Templates for Tenderers

Volume III documents represent templates to be completed and uploaded by Tenderers under the relevant question(s) of the ITT Online Questionnaire on the eProcurement Portal. Volume III may consist of multiple documents and these are outlined in the section describing the format of the Tender response in Volume II.

## 2.6 Volume IV – Draft Contract

The terms and conditions of contract for this procurement.

## 2.7 Contract Notice

The contract notice published in the Official Journal of the European Union describing the ITT and containing important information related to the ITT.

# 3 Submissions and Clarifications

Tenders must be submitted using ECMWF's eProcurement Portal as described below. Submissions in other formats than the one specified in this document will not be accepted. Suppliers must register their organisation on the eProcurement Portal to be able to access the ITT documents and to be able to submit a response to any ITTs.

You only need to register once no matter how many ITTs you are interested in.

## 3.1 Supplier registration on the eProcurement Portal

To take part in any procurement exercise and to be able to express an interest in an opportunity, first you must register on the eProcurement Portal (ProContract) with details of your organisation. Registration is free and the process is managed by the portal provider Due North. The eProcurement Portal can be accessed from one of the following links: <https://procontract.due-north.com> or <https://procurement.ecmwf.int> (the latter redirects to the ProContract webpage listing the opportunities published by ECMWF).

When the registration is accepted you will receive an email containing a reminder of your username and the link to access the opportunity portal. Note that once you are registered, you will be able to see all the opportunities available in ProContract for various buyer organisations as well as ECMWF. You will be able to narrow your search results to opportunities issued by ECMWF by selecting the corresponding portal or organisation on the ProContract Opportunities webpage.

Further guidance for suppliers is available at <https://supplierhelp.due-north.com>.

Registration does not commit you to respond to any ITTs. ECMWF will not interpret your registration as an intention to respond to an ITT. However, you can "Register intent" to notify ECMWF that you intend to respond to an ITT if you wish to.

Once an ITT is published you must log on to the Portal and express interest in the ITT to obtain access to the ITT documents and any subsequent clarifications.


### 3.2 ITT Online questionnaire

The ITT Online Questionnaire (see Section 2.1) asks you to download documents to complete and then upload back as a response, and it may also request the upload and/or provision of other documents and information. The questionnaire must be answered online. It does not have to be answered completely in one session. You can start to answer it, then save it and complete it later.

The eProcurement Portal will remember your responses to questions in the questionnaire so that if you respond to more than one ITT and any questions are the same you will not have to respond to those questions again (though you are able to change your answer).

Having completed the questionnaire online you can either save it for later submission or submit it straight away. Until the closing date, you can change answers to the questionnaire and submit a new version. ECMWF is able to see only the version of the answers that is current at the closing date.

**You should allow sufficient time to complete the various sections of the response on the eProcurement Portal (i.e. questionnaire, additional information section etc.) and we recommend not leaving this activity**

**to the last minute. You must click the “Submit response”  button and the status of your response should read “Submitted”, otherwise your response will not be accessible to ECMWF and hence will be ineligible for evaluation.**

### 3.3 Clarification questions

All correspondence is conducted via the eProcurement Portal. No other form of communication will be accepted.

Any questions concerning this ITT (“Clarification Questions”) shall be submitted via the eProcurement Portal and must be received by ECMWF more than 10 working days before the closing date. ECMWF will endeavour to respond to requests for clarification within 5 working days of receiving them. ECMWF will respond via the Portal and will send the question and answer to all suppliers who have expressed an interest in the relevant ITT unless, at the sole discretion of ECMWF, the question is specific to a supplier’s proprietary solution. The identity of the questioning supplier will not be revealed.

Tenderers are requested:

- Not to include anything in the body of the question which enables you to be identified; and
- To use the Title “Proprietary Question” if you consider the question is specific to your proprietary solution.

### 3.4 Closing Date

The closing date and time for receipt of Tenders are the one specified in the Contract Notice and/or in any Corrigendum Notice published by ECMWF in the Official Journal of the European Union. ECMWF will not consider any late or partial responses to this ITT nor will it consider requests for extension of the closing time or date fixed for receipt of Tenders. It may, however, at its own absolute discretion extend the closing time or date fixed for receipt of Tenders and in such an event ECMWF will notify all Tenderers who have expressed an interest in the ITT.

Technical failure, including of a computer, browser, e-mail system or internet connection, is not a valid reason for late or failed submission of a response, unless as a result of a failure of the ECMWF’s IT systems, and in the case that there was no reasonable course of action the Tenderer could have taken to submit the response on time. It is important that you do not leave the submission of your response to the last minute.

## 4 Status of ECMWF

ECMWF is an international intergovernmental organisation established by Convention which came into force on 1 November 1975 and which was amended on 6 June 2010.

In accordance with Article 16 of the Convention, ECMWF has certain privileges and immunities which are set out in its Protocol on Privileges and Immunities. The Protocol grants ECMWF two important immunities: its property and income are exempt from all direct taxes, and it is immune from jurisdiction and execution. This aligns with principles of international law that no State is meant to be enriched (i.e. to receive taxes) at the expense of the other ECMWF Member States who fund the Centre and that no State's laws should take precedence over the laws of other ECMWF Member States.

With respect to VAT and Taxes, please refer to the relevant clauses in Volume IV.

With respect to the Settlement of Disputes by Arbitration, as the ECMWF is immune from jurisdiction and execution, it is obliged under Article 23 of the Protocol to include an arbitration clause in all written contracts. The arbitration clause must include the method of appointing the arbitrators, and specify the applicable law and the country where the arbitrators shall sit. However, ECMWF does not have immunity from jurisdiction and execution in respect of the enforcement of an arbitration award and enforcement will be governed by the rules of the State in which the award is to be enforced.

The arbitration clause is included in the relevant clause in Volume IV.

## 5 Terms and Conditions of Tender

### 5.1 Information and updates

Tenderers who have registered an interest in this ITT using the eProcurement Portal will be kept informed of any developments including any updates to the ITT documentation and any clarifications that are issued. Tenderers must read all ITT documents and comply with ECMWF's instructions with regard to the submission of their Tenders.

### 5.2 Evaluation

ECMWF will evaluate the Tender based on the Tenderer's responses to ECMWF's requirements (Volume II of this ITT) and the questions in the eProcurement Portal, as well as Tenderer's compliance with Sections 2, 3, 4 and 5 of this Volume I. ECMWF will inform each Tenderer of the result of its Tender in writing.

The High-Level Evaluation Criteria which will be used to evaluate the Tenders submitted on time are the ones specified in the Contract Notice and/or in any Corrigendum Notice published by ECMWF in the Official Journal of the European Union.

### 5.3 The Tenderer must not:

- a. Consult, communicate or agree with any other Tenderer, or manufacturer/vendor on any matter whatsoever related to the ITT;
- b. Disclose its proposed price for the ITT, whether directly or indirectly, to any other Tenderer, or manufacturer/vendor, but this shall not preclude the Tenderer from publishing its standard list prices;
- c. Make any attempt to induce any other person or organisation to submit or not to submit a Tender.

### 5.4 Validity

Unless otherwise specified in Volume IA, the Tender and its pricing shall remain valid and fixed for three (3) months after the closing date for this ITT. All prices shall be submitted in the currency requested Volume II and shall be binding on the Tenderer.

## 5.5 Guarantees

In the case of a Tender received from an organisation which is a subsidiary of another organisation, ECMWF may require the execution of a guarantee by the Tenderer's parent organisation for the execution of the Tenderer's obligations.

## 5.6 Expenses

ECMWF will not reimburse expenses incurred in connection with the preparation and submission of the Tender. ECMWF accepts no liability whatsoever, whether in contract, tort or otherwise in relation to the ITT or in respect of any costs, damages or expenses incurred by Tenderers or any third party.

## 5.7 Language for responses

All Tender documentation, manuals and diagram labelling shall be written in English.

## 5.8 Status of submission

The submission of a Tender in response to this ITT shall constitute an offer that may be accepted by ECMWF so as to become a binding contract. However, ECMWF is not bound to accept any Tenders. If ECMWF elects to award a Tender, subject to contract, the parties shall seek to execute a formal contract incorporating the Terms and Conditions contained in the ITT and any other agreed terms.

## 5.9 Right to negotiate

ECMWF reserves the right to negotiate with one or more Tenderers before taking a decision on the placing of a contract.

## 5.10 Right to reject

ECMWF reserves the right to reject a Tender that does not substantially comply with the conditions that are part of the ITT.

## 5.11 Confidentiality

Tenderers shall not publicise the fact that they are responding to the ITT.

Except where ECMWF has made its documents publicly available, the contents of this ITT together with all other information, materials, specifications or other documents provided by ECMWF, or prepared by Tenderers specifically for ECMWF, shall be treated at all times as confidential by the recipients. Tenderers shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the Tenderer's group or use them for any purpose other than for the preparation and submission of a response to this ITT nor shall Tenderers publicise ECMWF's name or the project without the prior written consent of ECMWF. Tenderers shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.

ECMWF reserves the right to retain all documents submitted by Tenderers in response to the ITT. Any information in such documents that is proprietary and confidential to the Tenderer will be handled confidentially by ECMWF provided it is clearly and specifically identified as such. Such obligation shall not apply if such information is or was obtained from other sources that do not bind ECMWF as to confidentiality or if the information is in the public domain. ECMWF may make Tenderers' proposals available for evaluation purposes to authorised people including its governing body, committees, and professional advisers in addition to ECMWF's own personnel under the same conditions of confidentiality.

Tenderers should also note that all personally identifiable information (PII) processed by ECMWF will be treated in accordance with the ECMWF Policy on Personally Identifiable Information Protection (PIIP). It is available at <https://www.ecmwf.int/en/privacy>. ECMWF shall process all PII submitted by a Tenderer for the

sole purposes of assessing the Tender. In doing so, ECMWF may share such PII with consultants or external advisors.

### 5.12 Warnings/disclaimers

Nothing contained in this ITT or any other communication made between the Tenderer and ECMWF or its representatives shall constitute an agreement, contract or representation between ECMWF and any other party (except for a formal award of contract made in writing by ECMWF). Receipt by a Tenderer of this ITT does not imply the existence of a contract or commitment by or with ECMWF for any purpose.

ECMWF reserves the right to change any aspect of, or cease, the ITT at any time.

While ECMWF has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this ITT are true and accurate in all material respects, ECMWF does not make any representation or warranty as to the accuracy or completeness or otherwise of this ITT, or the reasonableness of any assumptions on which this document may be based. ECMWF accepts no liability to respondents whatsoever and however arising and whether resulting from the use of this ITT, or any omissions from or deficiencies in this document.

ECMWF may use the information included in a Tender for any reasonable purpose connected with this ITT.