

**INVITATION TO TENDER**

for

**THE PROCUREMENT OF IT DATA STORAGE SYSTEMS**

**AT ECMWF, SHINFIELD PARK, READING, UK**

**AND THEN AT**

**TECNOPOLO DI BOLOGNA, BOLOGNA, ITALY**

**REF: ECMWF/ITT/2017/262**

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## 1. BACKGROUND

### 1.1 Definitions

Definitions used in this Invitation to Tender (ITT) are listed here:

“ECMWF”	means European Centre for Medium-Range Weather Forecasts;
“Centre”	means ECMWF;
“ITT”	means this invitation to tender;
“Tender”	means a response to this ITT;
“Tenderer”	means a Tenderer to this ITT;
“You”	the recipient of this ITT, a prospective “Tenderer”.

### 1.2 Introduction

This ITT has been prepared by the European Centre for Medium-Range Weather Forecasts, (governed by its Convention and associated Protocol on Privileges and Immunities which came into force on 1 November 1975, and was amended on 6 June 2010) ("ECMWF") for the purposes of obtaining proposals from suppliers for procurement of IT data storage systems. This Invitation to Tender (hereafter ITT) is expected to result in the setting up of a framework contract with 5 to 10 suppliers who will be invited to compete for future purchase lots of similar types of equipment to those specified in Annexes 1, 2 and 3. The initial framework will be for three years with the possibility of one extension for two years. ECMWF may reopen the competition at a later date to add additional suppliers to the framework on the same conditions.

ECMWF is an independent intergovernmental organisation supported by 34 States. Information on ECMWF's activities can be found at <https://www.ecmwf.int/en/about>.

ECMWF has two sites in Reading, UK. Currently the Data Centre is located within ECMWF's site at Shinfield Park in Reading. By 2019 ECMWF's Data Centre will be hosted in Italy at Tecnopolo di Bologna, Via Stalingrado, Bologna.

### 1.3 General

ECMWF has one of the largest IT data storage facilities in the World comprising its main Data Handling System, which primarily stores observational data and data generated by its High Performance Computer system, and various ancillary storage systems including network attached storage. The equipment is from diverse manufacturers including Dell, Lenovo, IBM, DDN, Oracle and Brocade. This ITT is to set up a framework of suppliers who will be invited to compete to supply individual lots of equipment for the various data storage systems.

The ultimate purpose of this ITT is to secure the best value for money in the provision of IT data storage systems for at least the next three years and more specifically:

- the ITT will result in the establishment of a Framework Agreement for the purchase of further IT data storage systems and associated equipment in the future. The Framework Agreement will select a restricted pool of suppliers for an initial duration of three years, with one possible extension of two years. The Framework Agreement awards are subject to approval by ECMWF's governing Council which meets in December so Framework Agreements cannot be signed before mid December 2017.
- in addition, this ITT intends to purchase a primary lot (Lot 1) comprising equipment from the supplier providing best value for the Lot 1 system (see Annex 3) who has also been selected for the Framework Agreement. Note that Lot 1 comprises an initial order and subsequent orders for the same equipment at ECMWF's option. The contract for this lot

will be awarded in October 2017, and the initial and subsequent orders (for Lot 1) will all be made before end November 2017.

Suppliers may bid for inclusion in the Framework without bidding to supply Lot 1.

During the lifetime of the framework arrangement ECMWF will purchase further "lots" of equipment. Each lot will specify the IT data storage systems required but could differ from the initial one in quantities, brands, type and support requirements of requested equipment. Systems described in each lot may be specified to a varying degree of detail depending on the particular requirement to be met. Installation details and acceptance criteria will be specified for future lots. Any subsequent purchases through this framework, after the initial lot, will be subject to further competitive quoting between the suppliers who have been selected for the framework agreement as a result of this ITT. It is anticipated that the expenditure over the first three years of the framework will be of the order of £5M.

#### **1.4 Important points to note:**

- Bids are welcomed from non-UK as well as UK based suppliers (subject to supply and support requirements).
- Whilst the initial order for Lot 1 comprises equipment manufactured by IBM, subsequent orders may be for other specified or non-specified branded equipment and may be for brands that are not currently used by ECMWF.
- For future lots all suppliers on the framework will be invited to tender via a mini competition.
- It is not required to bid for Lot 1 to be selected for the framework.
- Suppliers on the framework who are invited to participate in a mini competition for future lots are not obliged to tender.
- Equipment originally delivered in the UK may be moved to Italy at a future date and warranty / maintenance commitments will remain the responsibility of the supplier following the move (the actual movement of the equipment is outside the scope of this ITT).
- Each future mini competition will have its own evaluation criteria, although the main criterion is likely to be price.

## **2. STRUCTURE OF THIS ITT**

The ITT document is structured in several parts, described below, all of which form the ITT.

The ITT contains an introduction to the ECMWF including background, provides instructions on how to respond and what information is required, provides a listing of the events and their dates for this ITT and provides detailed specifications for the requirements of this ITT in Annex 1- Specification of Requirements (SoR) together with Annex 2- Pricing Information and Annex 3 - Lot 1 as templates to be completed by the Tenderer.

## **3. TIMETABLE FOR THE ITT**

We envisage the following timetable for this procurement exercise (all times are UK local unless otherwise stated):

ITT publication date	11 August 2017
Last date for clarification questions	1 September 2017
<b>Closing Date</b>	Friday 8 September 2017 at 14:00 UK local time
Evaluation by ECMWF	During September
Sign Contract for first Lot by	End October 2017
First order placed	October 2017
Sign Framework contracts (assuming approval given by ECMWF's Council see clause 1.3)	mid December

The Tenderer's response shall remain valid until 31 January 2018 and the price for Lot 1 shall remain valid until 30 November 2017.

ECMWF reserves the right to postpone the dates from those published in this document.

#### 4. ENQUIRIES AND CONTACT PROCEDURE

Any questions concerning this ITT ("Clarification Questions") must be sought from [sec262@lists.ecmwf.int](mailto:sec262@lists.ecmwf.int) at ECMWF and must be received by ECMWF more than 5 working days before the closing date and must be made in writing by e-mail as follows:

To: Joint Secretaries to ITT262

E-mail: [sec262@lists.ecmwf.int](mailto:sec262@lists.ecmwf.int)

Where ECMWF supplies further information it will make this information available via its website and to all recipients of this ITT who have indicated their intention to submit a response and provided ECMWF with an e-mail address for communication of additional information unless the information is specific to a proprietary product of a potential bidder.

#### 5. SUBMISSION OF RESPONSE

You are requested to confirm whether or not you will be submitting a response and must provide a contact point and contact details to which all further information will be sent.

The Tenderer must submit their response to **ITT262@ecmwf.int** as an email with attachments containing its complete response to all information requests in this ITT including those in Annexes 1, 2 and 3. The attachments must contain a printable version of the response in Microsoft Word format, Rich Text Format (RTF) or Adobe Portable Document Format (PDF) and in Microsoft Excel format for any spreadsheets. The email should confirm that the response has been submitted by a duly authorised director or senior officer of the Tenderer. Hard copy (paper) responses will not be accepted. This email address is not monitored so no response will be made to any other emails sent to it.

The subject of the email must be:

Response to ITT/2017/262 IT data storage systems

You must NOT send or copy your response to the contact email address in 4 above.

### **5.1 Timeliness of response**

ECMWF will not consider any late or partial responses to this ITT (unless this is due to a technical issue caused by either ECMWF or their e-portal) nor will it consider requests for extension of the time or date fixed for the submission of responses. It may, however, at its own absolute discretion extend the time or date fixed for submission and in such an event ECMWF will notify all Tenderers who have provided an e-mail address.

### **5.2 Costs of preparation of response**

Recipients of this ITT will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their responses to this ITT.

## **6. REQUIRED INFORMATION**

### **6.1 Summary**

Tenderers should, at the beginning of the proposal, before setting out the answers to the questions, include a brief executive summary of the response to the ITT.

### **6.2 Contact details**

Please supply details of the person at your organisation who can be contacted by ECMWF in relation to your proposal. Please give their name, title, address and location, telephone number and e-mail address.

Please note that ECMWF reserves the right to contact bidders during the evaluation process in order to clarify points in their response, therefore the contact point should be monitored during this period.

### **6.3 Company details**

Please give details of your company, stating its full registered address and company registration number. Please supply your company's audited financial statements for the last three financial years. If these are not in English please also provide a translation of the audit opinion. ECMWF may check the financial status of the company.

If the company is a subsidiary, please provide complete and accurate information on the company's shareholding and full details of its parent organisations up to and including the ultimate parent organisation.

Please state your VAT number.

Please provide the Dun and Bradstreet (D.U.N.S) number, if known, of your registered office.

### **6.4 Customers and references**

Please describe in brief terms your company's history and your recent provision of IT data storage systems. Please supply a list of three customers to whom similar services to those requested in this ITT are provided giving details of the revenue from the relevant contract and the types of services being provided. These should be customers where you have been providing services in the last three years.

ECMWF reserves the right to seek references from one or all of these customers.

## 6.5 Commercial arrangements

Provide prices in the format of the tables in Annex 2 and Annex 3. Prices for Lot 1 in Annex 3 shall be firm and fixed and quoted in pounds sterling (GBP), net of taxes and VAT (see Clause 2 in Annex 4 Terms and Conditions). The quote for Lot 1 equipment shall remain valid until 30 November 2017. It is possible that for future lots, bids may be sought in Euro.

## 6.6 Standards and procedures

Please provide a list of your quality assurance processes and management systems and if applicable, any relevant quality related accreditations or certifications you hold.

## 6.7 Responses to questions in the Specification of Requirements

Please respond to each of the questions in the main document and Annex 1. You should repeat the question in your response and then include your answer.

## 6.8 Terms and Conditions

The terms and conditions for this contract are at Annex 4. As these are for a framework, all selected suppliers will be engaged on the same terms and conditions. Please confirm your acceptance of the Terms and Conditions at Annex 4.

ECMWF may require additional or alternative terms in writing in relation to specific additional goods, which will be notified in the lot documentation issued at that time. Where there is a conflict between these T&Cs and the written terms relating to specific goods, the latter shall prevail.

Please note that as a result of ECMWF's immunity from jurisdiction, any contract resulting from this ITT must contain an arbitration clause which is offered by ECMWF to all contracting parties. Further information may be found at <https://www.ecmwf.int/en/about/suppliers> in document "ECMWF's status: Arbitration and VAT". ECMWF reserves the right to negotiate with one or more Tenderers before taking a decision on the placing of a contract.

The proposal which you submit, clarified if necessary, will be part of the contract.

## 6.9 Additional matters

Please set out any additional information or other relevant matters which you think have not been adequately addressed in the ITT and/or merit further consideration in your response.

## 7. OTHER

### 7.1 Evaluation method and selection criteria

For inclusion on the framework, Tenders will be evaluated based on the high level evaluation criteria and weights shown in the table below.

Evaluation criteria	Weighting
Proposed pricing mechanism	30%
Track record including references and financial status	10%
Pre-sales technical support <ul style="list-style-type: none"><li>• Partner Accreditations</li><li>• Expert knowledge to provide guidance</li><li>• Access to test and benchmark equipment and facilities</li></ul>	30%

<p>Quality of the proposal</p> <ul style="list-style-type: none"> <li>• Availability of dedicated account manager</li> <li>• Online services provided (catalogue, web-shop, B2B functions, order tracking)</li> <li>• Delivery, installation and support services</li> </ul>	30%
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Tenderers must achieve a mark of at least satisfactory for each high level criterion to be invited onto the framework.

This evaluation is expected to result in the setting up of a framework contract with 5 to 10 suppliers.

For the Lot 1 equipment, Tenders which have passed the criteria for inclusion on the framework and contain a bid for Lot 1 will be evaluated on price of the Lot 1 equipment.

Following notification of the result of your tender you may request feedback on the evaluation from ECMWF.

Bids for subsequent purchases under this framework will be evaluated based on value-for-money. This may involve Tenderer presentations.

## 7.2 Confidentiality

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. You shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of your group or use them for any purpose other than for the preparation and submission of a response to this ITT nor shall You publicise ECMWF's name or the project without the prior written consent of ECMWF. ECMWF in turn confirms that it shall treat all information provided to it by the Tenderer as confidential and further confirms that such information will not be disclosed by ECMWF to any third parties, other than its advisers and consultants.

You 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.

## 7.3 The Tenderer shall not:

- a. Consult, communicate or agree with any other Tenderer on any matter whatsoever related to the ITT;
- b. Disclose its proposed price for the ITT, whether directly or indirectly, to any other Tenderer, 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.

Please confirm that you have complied with the above conditions.

## 7.4 Warnings/disclaimers

Nothing contained in this ITT or any other communication made between the supplier 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 supplier 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 Tenderers 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 response for any reasonable purpose connected with this ITT.

## ANNEX 1 – SPECIFICATION OF REQUIREMENTS (SOR)

This Annex 1 sets out the requirements that Tenderers must satisfy to be eligible for inclusion on the framework for future supply of IT data storage systems and ancillary equipment.

### Pre-sales technical support:

It is highly desirable that potential Tenderers can provide equipment from a range of manufacturers and are capable of providing ECMWF with technical expertise and guidance in the selection of the most suitable product for future acquisitions of equipment. Tenderers are asked to indicate how they can help ECMWF in identifying and providing data storage solutions to meet our scientific and business needs.

Tenderers are requested to complete Table 1 to specify with what manufacturers they enjoy a partnership and at what official level, e.g. Dell EMC Premier Partner, Hewlett Packard Enterprise Gold Partner or IBM Premier Business Partner. Tenderers are not required to specify partnership with all listed manufacturers, and may add others to the list.

Table 1: To be completed by the Tenderer to show official partnership levels with manufacturers.

Manufacturer	Accreditation
DDN	
Dell EMC	
Fujitsu	
Hitachi	
Hewlett Packard Enterprise	
IBM	
Lenovo Storage	
Netapp	
Oracle	
Quantum	
Symantec	
Tintri	
Other (please specify)	

To enable ECMWF to take advantage of future technology developments it is desirable that Tenderers can provide access for ECMWF staff to equipment of different types and from different manufacturers for evaluation, testing and benchmark purposes prior to purchase. Tenderers must confirm whether they can provide this facility, the likely location of test equipment (e.g. Tenderers premises, Supplier's premises or at ECMWF) and the terms and duration of access.

**Pricing mechanism and future procurements:**

Tenderers must explain the mechanisms that will be used to derive the prices for equipment e.g. which discount levels the tenderer enjoys from a manufacturer, open book pricing etc. This should be demonstrated by providing, as far as possible, prices for the example equipment specified in Annex 2. Where offered, separate prices for delivery, installation and support for the UK and Italy should be provided.

Tenderers must include in the price a Warranty & Support as specified in Annex 2 or Annex 3.

Prices for Lot 1, requested in Annex 3, must include delivery and installation in the UK at ECMWF's site at Shinfield Park, Reading.

Where installation is specified this includes:

- installation into a rack,
- connection to the provided power,
- configuration of management IP addresses,
- running manufacturer's standard validation tests to demonstrate that the equipment operates in accordance with the manufacturers specification and
- all other requirements as specified in the contract.

Equipment shall be accepted by ECMWF following successful installation or on delivery if installation is not required.

Unless differently specified, all the required equipment shall conform to all relevant EU specifications.

Tenderers are requested to specify what technical support services they can provide.

ECMWF requires the Tenderer to offer an account manager responsible for the contract and for any other matters related to the service.

At some point in 2019-2020 the equipment may be moved to Italy. The physical move is part of a larger programme of work and is out of scope for this tender. However, vendors must explain how the Warranty & Support is transferable from the UK to Italy.

## ANNEX 2 – PRICING TABLES

For each item specified in this Annex which you would be interested in supplying, please provide a detailed breakdown of components and costs for both the UK and Italy, in addition insert total costs in the tables below.

Table 1 - Item 1

IBM Disk system v5030 with 5U enclosure		
Component	no.	Description
Model v5030	1	IBM Spectrum Virtualize software for Storwise v5030
Cache	1	64GB
Host connections per cntrl	4	16Gb/s Fibre Channel (8 in total)
Disks	92	4TB @7.2k rpm
Enclosures	1	5U 92 drive enclosure
Licensing	1	Base
Support	1	5 year hardware and software 24/7 4hr initial response
Installation required		Yes
Quantity	1	Total price UK (GBP): Total price Italy (GBP):

Table 1 - Item 2

HPE 3PAR StoreServ 8440		
Component	no.	Description
Model 8440	1	HP 3PAR StoreServ 8440 2-node Storage Base
	1	HP 3PAR 8400 OS Suite Base LTU
	240	HP 3PAR 8400 OS Suite Drive LTU
Host connections per node	4	16Gb/s Fibre Channel (8 in total)
Disks	240	4000 7.2K NL SAS
Enclosures	10	HP 3PAR 8000 LFF(3.5in) SAS Drive Encl
	1	OS Media Kit
Support	1	5 year hardware and software 24/7 4hr initial response
Installation required		Yes
Quantity	1	Total price UK (GBP): Total price Italy (GBP):

Table 1 - Item 3

Dell/EMC VNX 5600		
Component	no.	Description
Model VNX 5600	1	Block based system - Fast cache 1TB (6x4 Lane SAS)
Host connections per node	4	16Gb/s FC (8 in total)
Disks	120	4TB 7.2K rpm
Enclosures	2	3.5" DAE
Licensing	1	Base software only (VNX OE)
Support	1	5 year hardware and software 24/7 4hr initial response
Installation required		Yes
Quantity	1	Total price UK (GBP): Total price Italy (GBP):

Table 1 - Item 4

IBM Flashsystem 900		
Component	no.	Description
Model FlashSystem 900	1	9843-AE2 (AF23 )
Modules	8	1.2TB
Host connections per cntrl	4	16Gb/s Fibre Channel (8 in total)
Licensing	1	Base
Support	1	5 year hardware and software 24/7 4hr initial response
Installation required		Yes
Quantity	1	Total price UK (GBP): Total price Italy (GBP):

Table 1 - Item 5

NetApp FAS8200 Network Attached Storage Appliance		
Component	no.	Description
Manufacturer		Netapp
Model	1	FAS8200 (dual controller) 64GB cache memory
Enclosures	8	DS224C (24 SFF 12Gb)
Capacity	196	1.8TB, 10K 12Gb/s SAS disks
Networking	4	10Gb Ethernet
Protocols		NFS and CIFS
Warranty & Support		5 year hardware and software 24/7 4hr initial response
Installation required		Yes
Quantity	1	Total price UK (GBP): Total price Italy (GBP):

Table 1 - Item 6

Fully populated 12 slot SAS 12Gb/s disk enclosure		
Component	no.	Description
Manufacturer		Any
Model		Equivalent to Lenovo D1212
Capacity		12 x 6T 7.5K NL-SAS 12Gb/s disks per enclosure
Warranty & Support		5 years
Installation required		No
Quantity	10	Total price UK (GBP): Total price Italy (GBP):

Table 1 - Item 7

Fully populated 24 slot SAS 12Gb/s disk enclosure		
Component	no.	Description
Manufacturer		Any
Model		Equivalent to Lenovo D1224
Capacity		24 x 1.2TB 10K SAS 12Gb/s disks per enclosure
Warranty & Support		5 years
Installation required		No
Quantity	10	Total price UK (GBP): Total price Italy (GBP):

Table 1 - Item 8

12Gb/s SAS Host Bus Adapter		
Component	no.	Description
Manufacturer		Broadcom
Model		SAS 9300-16e
Warranty & Support		5 years
Installation required		No
Quantity	4	Total price UK (GBP): Total price Italy (GBP):

Table 1 - Item 9

Brocade 6520 Fibre Channel Switch		
Component	no.	Description
Model 6520	1	96 port switch
Ports	96	16Gb/s
SFPs	96	SFP+, LC connector; 16 Gbps SWL
Licenses		All ports licensed, ISL trucking included
Support		5 year hardware 24/7 4hr initial response
Installation required		No
Quantity	1	Total price UK (GBP): Total price Italy (GBP):

## ANNEX 3 – LOT 1

The item specified in this Annex describes the initial order for Lot 1. Suppliers responding to this framework ITT are encouraged to bid for this Lot but do not need to. Please provide a detailed quote including breakdown of components and services. Prices given will be considered as firm, fixed and valid until 30 November 2017. Delivery and installation will be to ECMWF's site at Shinfield Park, Reading in the UK.

<b>IBM Disk system v5030</b>		
<b>Component</b>	<b>no.</b>	<b>Description</b>
<b>Model v5030</b>	1	IBM Spectrum Virtualize software for Storwise v5030
<b>Cache</b>	1	64GB
<b>Host connections per cntrl</b>	4	16Gb/s Fibre Channel (8 in total)
<b>Disks</b>	108	4TB @7.2k rpm
<b>Enclosures</b>	9	Standard LFF enclosure
<b>Licensing</b>	1	Base
<b>Support</b>	1	5 year hardware and software 24/7 4hr initial response
<b>Installation required</b>		Yes
<b>Quantity</b>	1	Total price UK (GBP):

**FRAMEWORK CONTRACT**

for

**THE PROCUREMENT OF TITLE**

**AT ECMWF, SHINFIELD PARK, READING, UK AND THEN AT**

**TECNOPOLO DI BOLOGNA, BOLOGNA, ITALY**

**REF: ECMWF/ITT/YYYY/XXX**

The Framework Contract consists of  
ANNEX 1: ECMWF's Terms and Conditions for procurement of Goods  
ANNEX 2: the Contractor's Proposal(s) and  
ANNEX 3: ECMWF/ITT/yyy/xxx for the procurement of title.

In the event of any conflict between these Annexes the order of precedence shall be:

- 1) ANNEX 1: ECMWF's Terms and Conditions for procurement of Goods
- 2) ANNEX 3: ECMWF/ITT/yyy/xxx for the procurement of title.
- 3) ANNEX 2: The Contractor's Proposal(s).

Under this Contract made and entered into on [date]

by and between

the European Centre for Medium-Range Weather Forecasts (ECMWF), governed by its Convention and associated Protocol on Privileges and Immunities which came into force on 1 November 1975 and was amended on 6 June 2010,

and

[Contractor, Contractor's address], registered in [State; City; Institution] no. [registration number]  
(the Contractor),

ECMWF agrees to acquire and the Contractor agrees to supply the goods described in this Contract on the terms and conditions provided herein and for the price(s) set out in the Contractor's Proposal(s).

Unless terminated in advance or extended by way of an agreed variation, this contract shall expire and cease to have effect on [date].

IN WITNESS WHEREOF this Contract has been duly executed as of the date set forth above.

Signed for and on behalf of ECMWF

Signed for and on behalf of the Contractor

**YOU ARE NOT REQUIRED TO SIGN THIS AS PART OF YOUR RESPONSE**

**However, you should confirm your agreement to the Terms and Conditions in accordance with para 6.8 of the ITT document**

By [name]

By (name): \_\_\_\_\_

Its [position]

Its (position): \_\_\_\_\_

Addresses for contract notices:

For ECMWF:

Director of XXXXX

ECMWF, Shinfield Park, READING,

RG2 9AX, United Kingdom

For the Contractor:

## ANNEX 1 TERMS AND CONDITIONS OF CONTRACT - GOODS

### 1 INTRODUCTION, DEFINITIONS AND TERM

- 1.1 These Terms and Conditions (“T&C”) apply to the procurement by ECMWF of any tangible products or other equipment, software or firmware, including all ancillary services such as installation and training (“Goods”).
- 1.2 ECMWF and the person or entity whose offer is accepted by ECMWF (“Contractor”) are “Parties” to these T&C. No third party is entitled to claim any rights under these T&C.
- 1.3 These T&C shall apply for the period of time between the date of the Contract, shown above, and the date of its termination or expiry.
- 1.4 The entire agreement between the Parties relating to the acquisition of Goods (“Contract”) consists of
  - ECMWF’s request(s) for quote or request(s) for proposal or invitation(s) to tender including any specifications regarding the Goods’ composition, functionality, and/or standard of performance (“Request”) and any additional orders (as per Clause 6);
  - These T&C; and
  - The Contractor’s proposal(s).
- 1.5 No variation of these T&C shall be valid unless it is confirmed in writing by authorised signatories of both Parties.

### 2 PRICE, CURRENCY, AND VAT

- 2.1 Unless otherwise agreed the price(s) payable by ECMWF shall remain fixed for three months from the date of the quotation supplied in response to a Request, not be subject to any adjustment on the basis of the Contractor’s cost experience in performing the contract, and must contain all charges, disbursements, ancillary costs and fees e.g. for accompanying licences or in relation to the acquisition of ownership of Goods by ECMWF.
- 2.2 The currency of the Request shall be in pounds sterling. The Contractor’s prices shall be quoted in pounds sterling. The Contractor’s invoices shall be submitted in pounds sterling. Payments by ECMWF to the Contractor shall be made in pounds sterling.
- 2.3 As a rule, ECMWF is exempt from all taxes and duties, including VAT, pursuant to the provisions of Article 4 of its Protocol on Privileges and Immunities and Clauses containing similar provisions in its Hosting Agreements with UK and Italy, both available at <http://www.ecmwf.int/en/about/who-we-are/official-documents>. ECMWF does not undertake “economic activities”. Therefore it is not a taxable person under Article 9 of Directive 2006/112/EC. Consequently, it does not have a VAT number. Accordingly, the Contractor shall take all necessary steps to facilitate ECMWF's exemption from VAT which might otherwise be payable in relation to the order. For these purposes, it shall request the necessary instructions from ECMWF and provide in due time the information which ECMWF requires.
- 2.4 ECMWF will not pay any other taxes or duties relating to the Contract or order(s) or the Goods.

### 3 INVOICING AND PAYMENT

Save where different payment terms are specified in the Request, ECMWF shall pay all invoices within 30 days of receipt provided the Contractor has complied with its obligations under the Contract and the invoice is correct, stating the applicable Goods, the price, the Contractor’s VAT number, any Order number and has been issued to Finance Section at ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom, and sent thereto or to [finance@ecmwf.int](mailto:finance@ecmwf.int). The Contractor shall supply ECMWF with all necessary information as advised by ECMWF regarding the Goods, in good time before Delivery, to enable ECMWF to avail itself of its exemption from customs duties and taxes.

## **4 INSPECTION, ACCEPTANCE AND DELIVERY**

- 4.1 Before delivering Goods, the Contractor shall inspect and test them for compliance with the Contract and shall provide ECMWF with such test sheets and certificates as ECMWF may require.
- 4.2 The Contractor shall deliver the Goods on the delivery date to the place specified by ECMWF or, if the Contractor is installing and/or commissioning Goods, the Contractor shall install and/or commission the Goods by or before the installation date. Each delivery of Goods shall be accompanied by appropriate supporting documentation such as user manuals and an advice note which identifies the items e.g. part number and description and identifies any applicable Order number. ECMWF may require the Contractor for any reason to postpone delivery of any Goods and the Contractor shall store and/or delay the delivery of such Goods at its risk and expense for up to a maximum period of two months from the delivery date.
- 4.3 Unless otherwise agreed the Contractor shall deliver during ECMWF's normal working hours, shall notify ECMWF of the date anticipated for delivery especially for bulky items and shall also notify ECMWF in advance of all proposed site visits. The Contractor shall remove packing materials and cases if the Contractor is installing Goods but otherwise ECMWF shall dispose of packing materials and cases as it sees fit. Shipments must be packaged as specified in the Request or, if not so specified, to provide adequate protection for safe carriage.
- 4.4 If the Contractor does not deliver or install the Goods by the agreed delivery or installation date or within a reasonable period thereafter, ECMWF reserves the right to invoke any one or more of the remedies specified in Clause 8.5. The Contractor shall notify ECMWF immediately if it anticipates any delay in meeting any delivery or installation date.
- 4.5 ECMWF reserves the right to inspect or test any supplies that have been delivered. ECMWF's acceptance of Goods will take place in accordance with the procedure specified in the Request. If no such procedure is specified, ECMWF will be deemed to have accepted the Goods without prejudice to any other remedies when and as soon as any of the following events have occurred: (a) ECMWF has taken Goods into use; (b) ECMWF has not exercised the right of rejection within any period specified in the Request or within any reasonable time that has elapsed since delivery, taking into account all circumstances of the Contract.

## **5 RISK AND TITLE**

Risk of loss or of damage in the Goods shall pass to ECMWF upon acceptance at the place of delivery. Unless otherwise agreed, title to the Goods (excluding any software) shall pass to ECMWF fully and irrevocably under the Contract upon acceptance. Delivery shall be deemed to constitute an effective assignment of ownership to ECMWF.

## **6 FRAMEWORK AND MULTIPLE ORDERS**

- 6.1 Meeting ECMWF's Requests over the Term may require more than one order. The award of an order based upon one such Request does in no way limit ECMWF's right to invite other bidders on the Framework Contract to accept or bid for future orders under the same or a similar Request.
- 6.2 In such cases, the Contractor agrees that ECMWF may order additional Goods at any time during the Term under these T&Cs and at the Price(s) provided in the quotation as a result of ECMWF's Request.
- 6.3 The Contractor and ECMWF may agree additional or alternative terms in writing in relation to specific additional goods. Where there is a conflict between these T&Cs and the written terms relating to specific goods, the latter shall prevail.
- 6.4 ECMWF has no obligation to place orders under this Framework Contract.

## **7 WARRANTIES**

- 7.1 The Contractor warrants that: a) it is entitled to supply the Goods; b) the Goods shall comply with the Request or, if there is no further Specification contained therein, shall meet ECMWF's specified and/or reasonable requirements; c) the Goods shall be free of defects in design, materials and workmanship; d) the Goods shall be new, of satisfactory quality and fit for ECMWF's purpose; e) the Goods shall be supplied in compliance with the latest applicable British or ISO or equivalent standards and regulations as well as ECMWF's quality assurance requirements; if the Contractor is accredited to an ISO 9001 or comparable standard by an authorised certification body, the Contractor shall comply with such quality system; f) the Goods shall at all times comply with all legislation and relevant regulations applicable to the Contractor including, but not limited to, health and safety, the environment and product liability and the Contractor shall provide all necessary information reasonably requested by ECMWF.

## **8 WARRANTY PERIOD; REMEDIES; TERMINATION FOR CAUSE**

- 8.1 The warranty period shall be the longer of (a) any specific warranty period requested in the Request; (b) the manufacturer's warranty period; or (c) two years.
- 8.2 The warranty period starts from the date of ECMWF's acceptance of delivery, unless otherwise stipulated in the Request.
- 8.3 The warranty period shall continue without interruption and without any change to the terms of the warranty even if the Goods are moved from their initial place of delivery or installation to another place of installation.
- 8.4 Throughout the warranty period the Contractor shall correct, without any cost to ECMWF and within 30 working days of notification, any breach of any express or implied warranty applicable to the Goods.
- 8.5 If the Contractor fails to correct a breach in due time, ECMWF shall be entitled to avail itself of any one or more of the following remedies at its discretion: (a) to rescind or suspend the Contract with immediate effect; (b) to reject the Goods (in whole or in part) and return any or all of them to the Contractor at the risk and cost of the Contractor on the basis that a full refund for the Goods so returned shall be paid forthwith by the Contractor; (c) to refuse to accept any further deliveries of the Goods (d) to carry out at the Contractor's expense any work necessary to make the Goods comply with the Contract; and e) to claim such damages as may have been sustained in consequence of the Contractor's breach of Contract.
- 8.6 ECMWF may resort to any one or more of the remedies stipulated in Clause 8.5, *mutatis mutandis* and with immediate effect upon written notification, if it comes to the conclusion:
- That the Contractor has committed errors, irregularities, fraud or breaches of other obligations under the Contract; or
  - That the Contractor is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt, or enters into liquidation whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction) or makes an arrangement with its creditors or the Contractor is placed into administration or has an administrator, receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts; or is acquired by or merged with any third party.

It is left to the Contractor to provide evidence to rebut ECMWF's conclusions. ECMWF may take timely rebuttals into account, reconsider the remedies, or enter into negotiations with the Contractor.

## **9 TERMINATION WITHOUT CAUSE; FORCE MAJEURE**

- 9.1 ECMWF reserves the right to terminate any Contract, for any reason at thirty (30) days' notice.
- 9.2 In such case the extent of ECMWF's liability shall be (a) for bespoke Goods only, to pay the portion of

the price as the work completed at termination bears to the rest of the work anticipated for the specific order, or (b) for standard equipment to pay the cost of the existing finished goods inventory, but no more than required up to the end of the notice period, except that there shall be no liability for payment in either category for any Goods which are stock items or which are otherwise readily usable or re-saleable.

- 9.3 In the event of a termination of a Contract by ECMWF pursuant to Clause 9.1, ECMWF shall have no liability to the Contractor as a result of such termination beyond the limits of Clause 9.2.
- 9.4 Neither party shall be liable to the other party for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control ("Force Majeure") provided the affected party notifies the other party as soon as reasonably practicable. If any Force Majeure event continues for at least 90 days, either party shall be entitled to terminate the Contract with immediate effect by notice in writing to the other party.

## **10 INTELLECTUAL PROPERTY RIGHTS**

- 10.1 ECMWF shall be entitled to all intellectual property rights including, but not limited to, patents, copyrights and trademarks with regard to any products, processes, inventions, ideas, know-how, or documents and other material which the Contractor has developed for ECMWF, and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract.
- 10.2 Clause 10.1 does not apply to the Contractor's pre-existing intellectual property rights or rights that the Contractor may have developed or acquired independently of the performance of its obligations under these T&C. In such cases, the Contractor grants ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and time unlimited license to use all pre-existing and integrated technology contained in the Goods, including for their repair, modification, and replacement by or on behalf of ECMWF within the scope of ECMWF's activities.

## **11 INDEMNITY**

The Contractor shall keep ECMWF indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by ECMWF or any of its Member States as a result or in connection with any claim, including but not limited to claims for actual or alleged infringement of a third party's intellectual property rights, brought against ECMWF arising out of, or in connection with ECMWF's receipt or use of the Goods to the extent that the claim is attributable to the acts or omissions of the Contractor, its employees, agents, or subcontractors. This Clause 11 shall survive termination of the Contract.

## **12 PUBLICITY & CONFIDENTIALITY**

- 12.1 The Contractor may not use ECMWF's name for advertisement, reference or publicity purposes without ECMWF's prior written consent.
- 12.2 If either party learns of confidential or proprietary information of the other party, it may not disclose such information without prior written consent of the other party. This obligation will survive the expiry or termination of the Contract for a period of five (5) years or until such earlier time as the confidential information concerned reaches the public domain other than through the receiving party's own default.

## **13 INSURANCE**

The Contractor shall carry public liability and product liability insurance (or equivalent cover or contingency arrangements) for at least 2 million pounds sterling (£2,000,000) for all liabilities that may arise out of the Contractor's performance or non-performance of its obligations under the Contract. Upon request, the Contractor shall provide evidence of such insurances or such other cover or contingency arrangements as the Contractor maintains, to the satisfaction of ECMWF.

## **14 PERSONAL DATA**

- 14.1 Where the work under the Contract requires the processing of personal data by a Contractor, the personal data shall be processed by the Contractor in accordance with the national data protection legislation to which the Contractor is subject or, if the Contractor will process personal data outside the European Economic Area, it shall be processed by the Contractor in a manner which adequately satisfies European Union personal data protection concerns. The Contractor shall designate a responsible member of staff as its data controller and enable ECMWF to publish the contact details of its data controller for use by ECMWF and the subjects of the personal data which it processes.
- 14.2 Subjects of personal data shall have the right of access to their personal data and the right to rectify any such data. Should they have any queries concerning the processing of their personal data, they shall address them to the relevant data controller.
- 14.3 Subjects of personal data processed by Contractors shall have the right of recourse at any time to the authority designated under relevant national legislation to receive complaints on personal data protection.

## **15 RECOVERY**

ECMWF reserves a right to recover from the Contractor any amounts that have been paid to the Contractor but which are not due. When ECMWF identifies such amounts and notifies the Contractor of its intention to recover such amounts, they shall be treated by both parties as debts and shall be payable by the Contractor immediately. If applicable, ECMWF may choose to set off such amounts in full against any outstanding claim the Contractor may have against ECMWF.

## **16 GOVERNING LAW AND DISPUTE RESOLUTION**

- 16.1 The parties shall attempt to settle any dispute between them in an amicable manner and, if unsuccessful, first refer the dispute to proceedings under the International Chamber of Commerce's (ICC) Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a request for mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the ICC Rules of Arbitration by one (1) arbitrator appointed in accordance with the said Rules of Arbitration. The Place of Mediation and Arbitration shall be London, England. The proceedings shall be in the English language.
- 16.2 Recourse to regular courts of law, also in cases of injunctive relief, is excluded.
- 16.3 It is the intention of the Parties that these T&C shall comprehensively govern the legal relations between the Parties, without interference or contradiction by any unspecified law. Without prejudice to ECMWF's status as an Intergovernmental Organization, reference shall be made to the substantive Laws of England and Wales where:
- A matter is not specifically covered by these T&C; or
  - A provision of these T&C is ambiguous or unclear.
- 16.4 The United Nations Conventions on Contracts for the International Sale of Goods shall not apply.

## **17 MISCELLANEOUS**

- 17.1 The Contractor may not sub-contract or assign any of its obligations under the Contract except with ECMWF's express written permission and upon the basis of specific terms, provided by ECMWF, to apply as between the Contractor and its sub-Contractor or assignee.
- 17.2 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 17.3 In the event of any inconsistency between any terms of these T&C, or a contract incorporating the former, and any translation thereof into another language, the English language meaning shall prevail.
- 17.4 If any provisions of these T&C are or subsequently become invalid for any reason, the remaining provisions shall remain in full force and effect.