

INVITATION TO TENDER

ECMWF/2018/270

PROCUREMENT OF A HIGH PERFORMANCE COMPUTING FACILITY (HPCF)

Volume I:

INSTRUCTIONS FOR TENDERERS AND CONDITIONS OF TENDER

12 November 2018

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SECTION 1 INTRODUCTION AND SCOPE OF CONTRACT

1.1. Introduction to ECMWF

The European Centre for Medium-Range Weather Forecasts (ECMWF) is an independent intergovernmental organisation supported by 34 states. ECMWF is both a research institute and a 24/7 operational service, producing and disseminating numerical weather predictions to its Member States. These data are fully available to the national meteorological services in the Member States. The Centre also offers a catalogue of forecast data that can be purchased by businesses worldwide and other commercial customers.

The organisation was established in 1975 and now employs around 350 staff from more than 30 countries. A description of ECMWF's activities and infrastructure can be found at: <https://www.ecmwf.int/en/about>.

1.2. Scope of Contract

The purpose of this ITT is to procure a High-Performance Computing Facility (HPCF) for the European Centre for Medium-Range Weather Forecasts (ECMWF).

ECMWF acquired its existing high-performance computing resources under an agreement that is scheduled to expire at the end of September 2020. The final configuration delivered under this agreement comprises two Cray XC systems each with 3600 36-core application nodes. The replacement HPCF will be installed in ECMWF's new data centre in Bologna, Italy and will run in parallel with the existing HPCF until the end of September 2020. It will then provide a production service to the end of the contract period, September 2024.

ECMWF's intention is to procure the HPCF by means of a service contract that includes the provision/removal of hardware together with other items such as software licences and upgrades, hardware and software maintenance, support, training and migration assistance.

ECMWF has an option for an extension of the current contract on a monthly or quarterly basis, that can be used to provide flexibility in the start of the operational service period for the replacement HPCF.

SECTION 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, the benchmark and the Building Information Model, are held on the ECMWF's eProcurement Portal.

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.

Online ITT Questionnaire - ProContract eProcurement Portal

Questions for all Tenderers to respond to which are posted on the eProcurement Portal used by the ECMWF located at: <https://procurement.ecmwf.int/>. The eProcurement Portal is also the location for ITT documentation and includes the forms to be completed by Tenderers and uploaded as response to specific questions on the Portal (i.e. Legal Identity Form, Financial Identification Form, Declaration Form for Economic and Financial Capacity, Executive Summary and Response to Volume II).

The 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.

Volume II - Specification of Requirements

This contains detailed technical specifications and requirements for this ITT.

Volume III - Draft Agreement

The draft terms and conditions for this procurement. This document will be available within two weeks following the publication of the ITT and will be sent as an attachment to a public message via the ITT's Messaging Board in the eProcurement Portal.

The Benchmark

Files containing ECMWF code which Tenderers are expected to run and report results from. These can be downloaded from ECMWF's FTP site, as per instructions provided in section 3.4 below.

The Building Information Model

Files, produced in Revit 2018, containing the 3D design of the ECMWF Data Centre where the HPCF will be installed. These can be downloaded from ECMWF's FTP site, as per instructions in section 3.4 below, following the Open Briefing Session (see section 3.1 for details).

SECTION 3 SUBMISSIONS AND CLARIFICATIONS

Tenders must be submitted using ECMWF's eProcurement Portal and FTP site as described below. Hard copy (paper) submissions 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. Open Briefing Session for Potential Tenderers

An open briefing session for potential Tenderers will be held at ECMWF at 14:30 on Thursday 29 November 2018. Refreshments will be available from 14:00. The session is expected to last for about two hours, and time will be set aside for questions. Following the session there will be a demonstration of software to view and edit the Building Information Model (BIM) which will be supplied for the data centre in Bologna. Tenderers wishing to attend the session are requested to notify ECMWF in advance via the ITT's Messaging Board on the eProcurement Portal with the names of no more than four attendees. Any questions or points of clarification that Tenderers wish ECMWF to address at the briefing should be forwarded via the ITT's Messaging Board no later than 16:00 on 22 November 2018.

3.2. 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 opportunities page).

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 page.

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

Suppliers webpage (<https://www.ecmwf.int/en/about/suppliers>, document “ECMWF eProcurement Portal Guidance for Suppliers”).

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.

3.3. Online Questionnaire

All ITT documents referred to in Section 2, which are held on the eProcurement Portal, are available under Question 1.1 of the Online ITT Questionnaire. Tenderers need to start their response in order to access the Online Questionnaire.

The questionnaire asks for details about your organisation and your Tender. In some cases it asks you to download documents to complete and then upload, and it also requests the upload of other documents and information. The questionnaire must be answered online. You can download it to look at the questions but you cannot complete the questionnaire offline and upload it back to the Portal. 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 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. You must click the “Submit response” button and the status of your response should read “Submitted”. 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.

3.4. Accessing Documents via ECMWF’s FTP site

The benchmarks and the Building Information Model (BIM) are available from ECMWF’s FTP site <ftp.ecmwf.int>. Tenderers must request specific credentials (username and password) in order to access the FTP site. Tenderers need a licence to get the credentials and access ECMWF’s benchmarks. If such licence already exists, the Tenderer can request the credentials by sending an email to bench270@ecmwf.int or by sending a message through the ITT’s Messaging Board on the eProcurement Portal. Tenderers should use the sec270@ecmwf.int email address when they do not yet have a licence to access ECMWF’s benchmarks.

The benchmark files are available under the “Benchmark” folder on the FTP site, and the BIM files are available under the “Building” folder, respectively. The benchmark files need about 200GB free disk space. The PDF-document “raps18u2.1.pdf” contains detailed instructions on how to use the RAPS-package. The PDF-document “Kronos_README.pdf” contains instructions on how to use the Kronos-package. Finally, the PDF-document “ITT270_Benchmarks.pdf” contains detailed instructions on how to drive the ITT benchmarks.

The BIM files will become available under the folder mentioned above following the Open Briefing Session.

3.5. Submission of ITT response via the eProcurement Portal

You must provide answers to all questions in the online questionnaire. The following documents must be submitted via the eProcurement Portal in the online questionnaire:

- Legal Identity Form;

- Financial Identification Form;
- Declaration Form for Economic and Financial Capacity;
- Executive Summary and Response to Volume II documents (see sections 7.1 to 7.3);
- Other supporting documentation.

3.6. Submission of additional files via the FTP site

The FTP site contains an “Upload” folder, where you must submit the following files using the credentials obtained from ECMWF (you can create any sub-folder structure you need to):

- Results of the benchmark runs, as described in Volume II of the ITT;
- Tenderer’s solution for the power and cooling using the ECMWF BIM Revit model as a basis, unless you have provided diagrams in your Response to Volume II.

ECMWF offers One-to-One benchmark sessions to potential Tenderers which can be arranged by sending a message via the eProcurement Portal. For further details about the One-to-One benchmark sessions please refer to section 2.3 (Schedule) of Volume II of the ITT. One month prior to the closing date, ECMWF’s benchmark team will cease to have access to the files and documents submitted by Tenderers in the upload area of the FTP site. Tenderers will then be able to upload additional files until the ITT closes. When the ITT closes ECMWF will disable Tenderers’ access to the FTP site. When the ITT closes ECMWF will then enable read-only access to Tenderers’ submissions for evaluation purposes to the authorised people, as detailed in section 5.11 below. On the closing date ECMWF will consider that all files in the Tenderer’s upload area of the FTP site are part of the response to the ITT.

If Tenderers do not wish to use the FTP site to submit the files listed in this section, the files may be sent to arrive before the closing date on a USB stick to:

Head of Procurement
 ATTN: Secretaries to ITT 270
 ECMWF
 Shinfield Park
 READING
 Berkshire
 RG2 9AX
 United Kingdom

3.7. 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 no later 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 ITT’s Messaging Board on the Portal and will send the question and answer to all suppliers who have expressed an interest in the relevant ITT unless the question is specific to a supplier’s proprietary solution. The identity of the questioner will not be revealed. Tenderers are encouraged to check the ITT’s Messaging Board for updates and published clarifications on a regular basis.

SECTION 4 STATUS OF THE ECMWF

The 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 is 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 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 III.

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 III.

SECTION 5 TERMS AND CONDITIONS OF TENDER

5.1. Tenders are subject to these Conditions of Tender

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 Section 3, Section 5 and Section 7 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 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 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.**

5.4. Validity

The Tender shall remain valid for the period of time specified in the Contract Notice and/or in any Corrigendum Notice published by ECMWF in the Official Journal of the European Union.

5.5. Guarantees

In the case of a Tender received from a company which is a subsidiary of another company, ECMWF may require the execution of a guarantee by the Tenderer's parent company 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 including running ECMWF's benchmark. 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 including Volume III 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.

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 note that ECMWF treats all information about its activities and proposed systems (as described in this ITT) as confidential save insofar as it may already be in the public domain. In particular, if ECMWF provides any software code to Tenderers for the purpose of this ITT or for benchmarking or for any other purpose, such code must be treated as confidential. Tenderers acknowledge that such information and code are proprietary and confidential to ECMWF or its licensors. Tenderers are only entitled to examine such code and use such information solely for the purpose of responding to this ITT. Tenderers shall allow access to ECMWF's confidential information and code only to those individuals within their organizations who need to have such access and who are bound to keep confidential such information and code. Tenderers shall return or destroy all confidential information of ECMWF, and shall delete all code, within one month of receipt

of request from ECMWF. ECMWF may require Tenderers to sign documents confirming their agreement to the foregoing restrictions.

SECTION 6 CLOSING DATE

The closing date and time for receipt of Tenders is the one specified in the Contract Notice and/or in any Corrigendum Notice published by ECMWF in the Official Journal of the European Union. The closing date and time are also shown on the eProcurement Portal. 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.

SECTION 7 FORMAT OF THE TENDER RESPONSE

7.1. Presentation and Order of the Tender

The Tender shall be presented as separate documents, which are to be uploaded to the respective question on the eProcurement Portal, for the:

- Executive Summary;
- Response to Volume II Specification of Requirements.

Note that other information, including financial and contractual information, must be provided via the eProcurement Portal.

7.2. Executive Summary

The summary shall give a brief technical description of the Tenderer's proposals for the supply of the works and/or service and shall contain a project plan that sets out the major activities, milestones and events up to completion of the supply and installation of the works. Alternative proposals shall be clearly identified. The summary shall also describe the Tenderer's management organization.

The Tenderer must also give a summary of its resources and past experience in the same field as the subject of the ITT.

7.3. Response to Volume II

This chapter shall contain the Tenderer's response fully compliant with the requirements specified in Volume II. It shall describe the service and/or the works being supplied together with the method of installation, if applicable. It shall clearly explain how these items will comply with the ITT, referring explicitly to each point of specification set out in Volume II.

Should the Tenderer wish to propose additional features which are not specified as requirements, details should be contained in this chapter.

Should the Tenderer wish to propose an alternative technical solution, such proposal must be contained in this chapter. However, Tenderers are encouraged to submit alternative proposals only if the Tenderer considers that deviation from the specifications set out in Volume II provides a technically equal or more reliable solution within ECMWF's budget. Alternative proposals shall be separately and clearly identified in detail by the Tenderer.

7.4. eProcurement Portal questionnaire

The Tenderer must certify that it has complied with the provisions of section 5.3 of this Volume I.

Tenderers must note Volume III of the ITT (Draft Agreement) which sets out the conditions of contract. Tenderers are reminded that their responses to Volume III are part of the criteria that ECMWF will use to evaluate Tenders as further explained in Volume II. It is mandatory that the Tenderer shall provide a response to the respective question on the Portal expressly stating their acceptance or non-acceptance of the individual conditions contained in the Draft Agreement. In the event that the Tenderer cannot accept these conditions, it shall list the clauses which may pose difficulties, explaining why they would impact its ability to deliver the services in this contract, and propose modifications.

The Tender shall contain information on the legal, financial and commercial or professional status of the Tenderer (and on any proposed sub-contractors).

The Tender shall contain complete and accurate information on the Tenderer's shareholding structure and, if applicable, full details of its parent organisations up to and including the ultimate parent organisation.