



**Invitation to Tender
for**

**Provision of manned security guarding
services**

at ECMWF, Shinfield Park, Reading, UK

Pre-qualification Questionnaire (Stage 1)

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Table of Contents

1. Background and Instructions for Tenderers.....	3
1.1. Definitions	3
1.2. Structure of this PQQ.....	4
1.3. Timetable for this PQQ.....	4
1.4. Evaluation method and selection criteria	6
2. Conditions of Tender	6
2.1. Procedures.....	6
2.2. The Tenderer shall not:	6
2.3. Validity.....	6
2.4. Guarantees	6
2.5. Expenses	6
2.6. Language for tenders.....	6
2.7. Confidentiality	6
2.8. Warnings/disclaimers	7
3. Tender format and Content.....	7
3.1. General	7
3.2. Format and Page Limits	7
4. Additional matters.....	7
5. Terms and Conditions.....	8
Annex 1 High Level Scope of Requirements.....	9

1. BACKGROUND AND INSTRUCTIONS FOR TENDERERS

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;
“PQQ”	means this document, first stage of the ITT
“Tenderer”	means a Tenderer to this ITT;
“You”	the recipient of this ITT, a prospective “Tenderer”.

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 shortlisting suppliers for provision of manned security guarding services at ECMWF's site at Shinfield Park, Reading, UK, for an initial period of three years with the possibility of two extensions, each for one year.

This tender will be split into two stages:

1. Pre-qualification Questionnaire (PQQ, as described in this document) – The main objectives of this stage would be to understand supplier capabilities, experience and financial standing in order to shortlist suppliers for the Invitation to Tender (ITT).

2. Invitation to Tender (ITT) – Suppliers shortlisted following the PQQ will receive an Invitation to Tender (ITT). Please note that the ITT will be a separate document and is not part of this PQQ document.

Suppliers that are shortlisted as a result of the first stage will initially be required to carry out a site visit at ECMWF premises as part of the tender process.

Tenderers who are not shortlisted for stage two will not be considered further for this tender.

Background to the ECMWF and services

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. The organisation was established in 1975 and now employs around 370 staff from more than 30 countries. ECMWF is one of the six members of the Co-ordinated Organisations, which amongst others also include the European Space Agency (ESA) and the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT).

ECMWF has its headquarters in Shinfield Park, Reading, UK and is establishing a second site at Bologna which will host its new Data Centre.

More information on ECMWF and its activities can be found at <http://www.ecmwf.int/en/about>.

ECMWF is inviting service providers to tender to replace the existing manned security guarding contract at the ECMWF headquarters site at Shinfield Park, Reading, UK (NB, ECMWF's second site in Bologna will be outside the scope of this contract). The contract would include provision for manned security guarding and Reception services on site on a 24 hour a day, 7 days a week, 365 days a year basis (24x7x365). This shall involve regular internal and external patrols and monitoring of the security systems for all office buildings, data centre, technical infrastructure and grounds, all being contained within a fenced site of approximately 3 hectares.

The high-level scope of the services required are provided in Annex 1.

1.2. Structure of this PQQ

The PQQ is structured as below, all of which form first stage of the ITT:

- This PQQ document: contains an introduction to the ECMWF and background to the service, provides instructions on how to respond and what information is required, and provides:
- High-level scope of requirements in Annex 1
- Tender Submission Form in Annex 2
- eProcurement Portal online questionnaire: refer to section below.
- Contract Notice: this is the document published in the Supplement to the Official Journal of the European Union describing the ITT and containing important information related to the ITT.

1.3. Timetable for this PQQ

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

Date for release of PQQ by ECMWF	10 October 2019
Deadline for submission of clarifications questions	21 October 2019
Closing date for receipt of PQQ responses	31 October 2019, 14:00 (UK local time)
Evaluation of PQQ responses	November 2019
Invitation to tender (ITT) to be send to shortlisted suppliers	December 2019
Timeline for the Tender stage	Dates will be notified to the shortlisted suppliers
Sign contract by	Latest by March 2020

Table 1: Timetable

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

ECMWF eprocurement portal, and submission of tenders:

Responses to this PQQ must be submitted via ECMWF's eProcurement Portal no later than the closing date/time specified in Table 1: Timetable.

(a) 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 then 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 beside 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>

Registration does not commit you to respond to any ITT's. 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 so wish.

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

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

ECMWF has also developed a document, providing step-by-step guidance to suppliers about how to navigate the eProcurement Portal for:

- finding an opportunity launched by ECMWF (RFP's, ITT's);
- accessing the RFP/ITT documents on the Portal;
- submitting a response to an ITT on the Portal;
- accessing the messaging board of an ITT/RFP.

The guidance document can be found at the following link: <https://www.ecmwf.int/en/about/suppliers>

(b) Online questionnaire for preparation of responses on the portal

Online questionnaire of the ITT in the portal is where tenderers prepare their responses by answering questions about their organisations and proposals and uploading documents for their responses in accordance with the instructions therein. It 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 (**recommended, as it can be amended later**). Once you complete your response, **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.

(c) Clarification questions

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

Any questions concerning this ITT ("Clarification Questions") must be submitted via the eProcurement Portal and must be received by ECMWF more than 10 working days before the closing date. ECMWF will respond via the portal within five working days and will send the question and answer to all suppliers who have expressed an interest in the ITT unless the question is specific to a supplier's proprietary solution. The identity of the questioner will not be revealed.

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.

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 Portal) nor will it consider requests for extension of the time or date fixed for the submission of tenders. 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 via the e-Procurement Portal.

As per section 1.6b, and for this reason, ECMWF encourages Tenderers to submit the questionnaire soonest, even if it is draft format, as it can still be amended, and added to, up to tender close.

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 eProcurement Portal, 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.**

1.4. Evaluation method and selection criteria

Pre-qualification responses will be evaluated for the following criteria based on the information provided in Annex 2 Tender Submission Form.

Evaluation criteria
Legal and financial status
Track record, including references
Responses to Pre-Qualification and Capability questionnaire

Table 2: Evaluation criteria

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

2. CONDITIONS OF TENDER

2.1. Procedures

The procurement for the contract will be conducted in accordance with ECMWF's procedures as set out in ECMWF's ITT documents and no other procedures will apply.

The submission of a response to this ITT shall constitute an offer that may be accepted by ECMWF however, ECMWF is not bound to accept any responses.

Tenders are subject to these Conditions

2.2. The Tenderer shall not:

- Consult, communicate or agree with any other Tenderer on any matter whatsoever related to the ITT;
- 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;
- Make any attempt to induce any other person or organisation to submit or not to submit a tender.

2.3. Validity

The tender shall remain valid for a minimum of 4 months after the closing date for this ITT.

2.4. 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.

2.5. 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.

2.6. Language for tenders

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

2.7. 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. 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 Tenderer 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' tenders 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.

2.8. Warnings/disclaimers

Nothing contained in this ITT or any other communication made between the respondent 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 respondent 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.

3. TENDER FORMAT AND CONTENT

3.1. General

A response to this ITT shall comprise of information submitted via ECMWF's eProcurement Portal as responses to questions in the ITT's online questionnaire, either as comments or uploaded documents. Some questions of the online questionnaire contain forms and/or templates to be completed by Tenderers. These forms and templates are part of the ITT documentation and must be downloaded, completed as per instructions (if any) and uploaded as a response to the corresponding question.

3.2. Format and Page Limits

The Tenderer's response must contain all information necessary to enable an in-depth assessment of its conformity with the requirements set out in the ITT documents.

4. ADDITIONAL MATTERS

The Tenderer may set out any additional information or other relevant matters which it thinks have not been adequately addressed in the ITT and/or merit further consideration in its response.

5. TERMS AND CONDITIONS

The terms and conditions of contract will be negotiated with the preferred bidder (s) which will be determined as a result of the stage two.

Tenderers should note that as a result of ECMWF's immunity from jurisdiction, any contract resulting from this ITT must contain the following arbitration clause which is offered by ECMWF to all contracting parties.

Tenderers are required to confirm their agreement to this clause in their response to Section 6 of Volume IA Submission form.

"This Agreement [OR Contract OR Licence] is governed by and shall be construed in accordance with the laws of England and Wales. The parties shall attempt to settle any dispute between them in an amicable manner. If the dispute cannot be so settled, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules; sitting in London, England. The proceedings shall be in the English language and for the avoidance of doubt this arbitration agreement shall also be governed by the laws of England and Wales. In accordance with Sections 45 and 69 of the Arbitration Act 1996, the right of appeal by either party to the English courts on a question of law arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings is hereby agreed to be excluded.

Nothing in this Agreement [OR Contract OR Licence] is meant to be construed as a waiver of any of the privileges and immunities conferred upon ECMWF, an inter-governmental organization, through its Convention and Protocol."

Please also note that ECMWF is exempt from VAT.

(2) Supply contracts subject to UK VAT must contain the following VAT provision:

"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 available at <https://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.

ECMWF will not pay any other taxes or duties relating to the Agreement [OR Contract OR Licence]."

Further information may be found at <http://www.ecmwf.int/en/about/suppliers> in document "ECMWF's status: Arbitration and VAT".

Annex 1 High Level Scope of Requirements

ECMWF require manned security guarding on site on a 24 hour a day, 7 days a week, 365 days a year basis (24x7x365).

It is the policy of ECMWF to provide appropriate protection for all staff, visitors, contractors and assets, to ensure the continuity of the ECMWF's operations, and to maintain the Centre's inviolability as an International and Inter-governmental organisation. The key objective of the security provision is the protection of people, premises, property and information (in all its forms) against attack, theft, disclosure, damage, injury, corruption or non-availability whether by deliberate or accidental means at all times in accordance with the ECMWF's security requirements.

The scope of security services required shall include:

- General service requirements:
 - Produce, agree (with ECMWF's security representatives) and maintain site-specific Assignment Instructions;
 - Reporting and remedial action and maintenance of incident logbooks.
- Access to the site:
 - Control access to the site for ECMWF's staff, official visitors and contractors.
- Provision of security guarding:
 - Provide security guards;
 - Adherence to and maintenance of Assignment Instructions;
 - Access control;
 - Reception duties;
 - Operating, monitoring and responding to all alarms and CCTV;
 - Patrolling internal/external areas;
 - Fire/bomb emergency control/co-ordination;
 - Compliance with state of alert procedures.
- Emergency Response.