

INVITATION TO TENDER

ECMWF/ITT/2022/333

PROVISION OF ELECTRICITY
FOR
ECMWF DATA CENTRE IN BOLOGNA, ITALY

Volume III:

Response template

18 October 2022

This is the template Tenderers need to complete when preparing their responses. This is the minimum information requested. Tenderers can provide any additional information or documents as necessary. Please do not delete any of the requirements/sections and add your responses below each one.

1. Company and contact details

Please give details of your company, stating its full registered address and company registration number.

	Legal entity submitting the response
Name	
Legal form	
Company registration number	
Place of registration	
VAT number (if applicable)	
Dun and Bradstreet number (if applicable)	
Shareholding and parent organisation name¹	

Please supply details of the person at your organisation who can be contacted by ECMWF in relation to your response and/or future service requirements.

Title	
Name (First, Surname)	
Address	
Telephone number	
E-mail address	

¹ If the Respondent is a subsidiary, please provide complete and accurate information on the Respondent's shareholding and full details of its parent organisations up to and including the ultimate parent organisation

2. Economic and Financial Capacity

Please provide the following financial data on your organisation to enable us to evaluate your financial status. ECMWF reserves the right to request documentary evidence at any stage of the process.

Financial data <i>The dates of the data requested in this table must be considered in line with the tender closing date.</i>	Complete using annual accounts			Average [2] <i><currency> (in thousands)</i>	Only complete if annual accounts are not yet available	
	2 years before last year <i><specify> <currency> (in thousands)</i>	Year before last year <i><specify> <currency> (in thousands)</i>	Last year [1] <i><specify> <currency> (in thousands)</i>		Last year estimate <i><specify> <currency> (in thousands)</i>	Current year estimate <i><specify> <currency> (in thousands)</i>
Annual income, excluding this contract [3]						
Annual Profit or Loss						
Annual operating income [4]						
Annual operating Profit/Loss [5]						
Net worth (total assets minus total liabilities)						
Current Assets [6]						
Current Liabilities [7]						
Current ratio (current assets/current liabilities)						
Unqualified external audit opinion (Yes/No) [8] & [9] <i>If "Not Applicable" please include relevant explanation below. If "Qualified audit opinion", please include a copy of the audit report, and any actions taken as a result below.</i>				Not applicable	Not applicable	Not applicable
Comment / Explanation (<i>incl. reasons for a 'Not Applicable' or 'Qualified audit opinion'</i>)						

<i>[1] Last year = last accounting year for which the entity's accounts have been closed.</i>
<i>[2] Amounts in the 'Average' column are the mathematical average of the amounts entered in the three preceding columns of the same row.</i>
<i>[3] Revenue from the sales of goods and services including any income from interest, gains on sales of assets, other financial income, ...</i>
<i>[4] Revenue from the sales of goods and services. This excludes any income from interest, gains on sales of assets, other financial income, ...</i>
<i>[5] Difference between the Annual Operating income and the costs of goods sold and other operating expenses such as payroll, employee benefits and pension contributions, transportation and travel, amortization and depreciation, rent, repairs...</i>
<i>[6] A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.</i>
<i>[7] A balance sheet account that represents a company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.</i>
<i>[8] A qualified opinion is a statement issued after an audit is completed by a professional auditor, suggesting that the information provided is limited in scope and/or the company or organisation being audited has not maintained accounting principles.</i>
<i>[9] An unqualified opinion is a statement issued after an audit is completed by a professional auditor, conveying that there is a positive opinion about the financials as a whole without any limitations or reservations.</i>

3. Track Record

Please describe in brief terms your company's history and relevant experience in provision of the goods and services specified in this ITT. Please also specify the year for start of activity in Italian market.

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 these customers and/or to request documentary evidence at any stage of the process.

4. Response to the Specification of Requirements, including commercial and legal aspects

In this section, you should demonstrate your ability and confirmation to meet the requirements set out in in the ITT document, and provide responses for the information requested.

#	Requirement	Response by the Tenderer
1	Tenderers must confirm that they have read and understood all ITT documents and accept all Requirements.	
2	<p>ECMWF initially aims to sign a 12 months contract for provision of green energy.</p> <p>Please confirm your agreement to a minimum of 12 months contract.</p> <p>ECMWF may reconsider a longer contract duration as a result of the negotiations with preferred bidders depending on the advantages presented.</p> <p>Please provide information if you have alternative duration approach including its advantages for ECMWF.</p>	
3	<p>Please confirm your ability in supplying Green Energy and how this will be documented.</p> <p>Please provide details on the different sources of your Green Energy with related % of the total energy mix.</p>	
Support aspects		
4	Please provide a summary of how your organisation can support ECMWF for the duration of the contract. Please keep your answer focused and specific to the scope of work.	

#	Requirement	Response by the Tenderer
5	What structure do you propose to put in place to provide customer support to ECMWF both for transactional activities (contract, invoicing and reporting) and for daily operational tasks? Please be specific in including details about service	
6	Please provide details of how ECMWF would access on a regular basis information on consumption and invoices (i.e. website, online tools etc.)	
7	Please provide brief description on person/team dedicated to ECMWF	
Contract and payment terms		
8	ECMWF's standard payment terms are 30 days of invoice receipt. Please confirm that this is acceptable.	
9	ECMWF is ready to consider a pre-payment method, i.e. payment on the first day of each calendar month in advance for the same month, with the balance of any deficits to the following month or quarterly. Considering this possibility, please indicate the discounts proposed for ECMWF.	
10	Please confirm that ECMWF will be billed on monthly basis for used energy. Should you wish to propose a different billing frequency, please provide details.	
11	As specified in Section 4.4. of Volume II, tenderers are invited to submit their proposed Terms and Conditions of Contract for consideration by ECMWF. 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 or a variation thereof which is offered by ECMWF to all contracting parties:	

#	Requirement	Response by the Tenderer
	<p><i>“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. 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.</i></p> <p><i>Nothing in this agreement is meant to be construed as a waiver of any of the privileges and immunities conferred upon ECMWF by virtue of its Convention and Protocol.”</i></p> <p>Tenderers are required to confirm their agreement to this clause in their response to the relevant question in Volume III Response template.</p> <p>Please also note that ECMWF is exempt from VAT. Further information may be found at https://www.ecmwf.int/en/about/suppliers in documents for Arbitration and VAT under ECMWF’s status.</p> <p>Please confirm your agreement to ECMWF’s status and this clause.</p> <p>Please provide the Terms and Conditions (T&C) you propose (including above clause) as a separate attachment to your response.</p> <p>Terms and Conditions should be submitted in English. Tenderers who do not have T&Cs in English may submit Italian versions. However, it should be noted that the final contract including all terms and conditions will be in English (and also translated into Italian if necessary).</p>	

Prices and commercial arrangements

#	Requirement	Response by the Tenderer
13	<p><u>VARIABLE PRICE</u></p> <p><u>Please provide your quote for the SPREAD based on variable prices option. The spread should be for hourly PUN in €/kWh.</u></p> <p>Please also confirm that the spread will be fixed and for 12 months from Start Date.</p> <p><u>*ECMWF would like to include in the contract an option to fix the price. Details of this option will be discussed and mutually agreed with the successful tenderer during the implementation of the contract.</u></p> <p>Please confirm your acceptance to inclusion of such option into the subsequent contract. The details of this option will be discussed with the successful bidder during the negotiations.</p> <p>This quote should include all costs by the supplier excluding ARERA and TERNA charges.</p> <p><i>The Tender shall be valid for 4 months following the ITT closing date.</i></p>	<p>Indicate SPREAD for hourly PUN (for variable prices, and fixed for 12 months)</p> <div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; width: 150px; height: 40px; margin-right: 10px;"></div> - €/kWh </div> <ul style="list-style-type: none"> • <u>Confirmation on fixing the spread for 12 months:</u> • <u>*Confirmation/Comments on price fixing option (please specify process and any additional costs):</u>
14	<p><u>PORTFOLIO MANAGEMENT</u></p> <p><u>Please provide your quote for the SPREAD based on portfolio management option. The spread should be for hourly PUN in €/kWh.</u></p> <p>Please provide a quote and a detailed description for portfolio management option.</p>	<p>Indicate SPREAD for hourly PUN (for portfolio management, and fixed for 12 months)</p> <div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; width: 150px; height: 40px; margin-right: 10px;"></div> - €/kWh </div> <p><u>Description of portfolio management method:</u></p>

Prices and commercial arrangements

#	Requirement	Response by the Tenderer
	<p>This quote should include all costs by the supplier excluding ARERA and TERNA charges.</p> <p>For the purpose of this quote, the spread you indicate in the response should be a fixed one for 12 months from Start Date.</p> <p>This spread can be negotiated during the contract implementation within the framework of the portfolio management.</p> <p><i>The Tender shall be valid for 4 months following the ITT closing date.</i></p>	
12	<p><u>FIXED PRICE (Optional)</u></p> <p>Please provide a quote for a fixed price for €/kWh for minimum 12 months (inclusive of energy and spread)</p> <p>This quote should include all costs by the supplier excluding ARERA and TERNA charges.</p> <p>Please specify the validity of your offer for this fixed price.</p>	<p align="center">Fixed price for 12 months <input data-bbox="1496 810 1778 906" type="text"/> €/kWh</p> <p><u>Validity:</u></p> <p><u>Comments:</u></p>
15	<p>Please specify any additional costs including reasons. Not specifying this will be considered as no additional costs.</p>	
16	<p>Please provide the cost difference between Brown and Green Energy (in %)</p> <p>Note that this tender is for Green Energy only, however we would like to understand better the difference between Green and</p>	

Prices and commercial arrangements		
#	Requirement	Response by the Tenderer
	Brown Energy cost aspects.	
17	<p>Please provide any additional information to supplement your response here, or other relevant matters which you think have not been adequately addressed in the ITT and/or merit further consideration in your tender.</p> <p>Commercial benefits proposed for ECMWF other than described in this ITT are also welcome and can be included.</p>	