

INVITATION TO TENDER

ECMWF/ITT/2022/333

PROVISION OF ELECTRICITY
FOR
ECMWF DATA CENTRE IN BOLOGNA, ITALY

Volume I:

Instructions for Tenderers and Conditions of Tender

18 October 2022

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1 Introduction and Scope

1.1 Introduction to ECMWF

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, is an independent intergovernmental organisation supported by 34 States.

ECMWF has currently three sites: its Headquarters at Shinfield Park, Reading, UK, a data centre in Bologna, Italy, and an interim site in Bonn, Germany, hosting all of ECMWF's EU-funded activities.

Information on ECMWF's activities can be found at:

<https://www.ecmwf.int/en/about>

1.2 Scope of this ITT

This Invitation to Tender (ITT) has been prepared by the ECMWF, for the purposes of obtaining proposals from Tenderers for the provision of **Green Energy to ECMWF's Data Centre facility in Bologna, Italy.**

The purpose of this Invitation to Tender (ITT) is for ECMWF to enter into a contract for the supply of Green Energy to support the whole ECMWF's facility at the Tecnopolo, Via Stalingrado 84/3, Bologna, Italy from 1 January 2023 onwards.

The scope of this ITT will include:

- 12-month supply of Green Energy at ECMWF's facility at Tecnopolo di Bologna (*via options of variable price, portfolio management and fixed price*)
- Provision of customer support services;
- Provision of monthly invoicing and reporting related to Green Energy consumption and any additional cost components

ECMWF initially aims to sign a 12 months contract, however may reconsider a longer contract duration as a result of the negotiations with preferred bidders depending on the advantages presented.

Further information is included in Volume II (Specification of Requirements) of the ITT.

1.3 ECMWF's Data Centre

ECMWF's new data centre is located in Bologna, on the site of the Tecnopolo di Bologna campus that is redeveloping the unused buildings and grounds of a former tobacco factory, the ex-Manifattura Tabacchi, in via Stalingrado 84/3.

ECMWF's data centre run on a 24 hour a day, 7 days a week, 365 days a year (24x7x365) basis. An operations team is responsible for the monitoring of the infrastructure and the forecast delivery service.

The data centre is powered by a 10 MW line at 15 kV. The expected monthly consumption is around 5.000 MWh.

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 are provided on ECMWF's web page at <https://www.ecmwf.int/en/about/suppliers>

2.1 Volume I - Instructions for Tenderers and Conditions of Tender (this document)

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

2.2 Volume II - Specification of Requirements

This contains specifications and requirements for this ITT.

2.3 Volume III – Response template for tenderers to complete

Volume III is the template for the Tenderers to provide the information and responses required in accordance with the requirements specified in this ITT.

3 Enquiries, contact procedure and submission of responses

Any enquiries or questions concerning this ITT (“Clarification Questions”) should be sought from the Procurement Section at ECMWF and must be made in writing by e-mail as follows:

Contact name: Procurement at ECMWF

E-mail: ITT333contact@ecmwf.int

No other form of communication will be accepted.

The subject of the email must be: “Clarification to ECMWF/ITT/2022/333”

The questions must be received by ECMWF before the questions closing date. ECMWF will endeavour to respond to requests for clarification within 5 working days of receiving them.

Where ECMWF supplies further information regarding the ITT or issues clarifications as a result of the questions received it will make them available through its web page in accordance with the timetable in Section 3.2, unless the question is specific to a supplier’s proprietary solution. The identity of the questioner will not be revealed. The bidders are advised to follow ECMWF website for any updates or clarifications that may be announced.

3.1 Submission of responses

The tenderer must submit their response via email to ITT333response@ecmwf.int no later than the date and time specified in Section 3.2.

The email must include all attachments containing its complete response to this ITT including completed forms and templates. 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 respondent.

The subject of the email must be: “Response to ECMWF/ITT/2022/333”

You will receive an automated receipt confirmation upon submission of your response. If you do not receive one, you should contact ITT333contact@ecmwf.int immediately.

You must NOT send or copy your response to the contact email 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 the ITT period.

3.2 ITT Timetable

ECMWF envisages the following timetable for this ITT:

Date	Description
18 October 2022	Date for release of ITT by ECMWF
31 October 2022	12.00 CET clarifications closed
4 November 2022	12.00 CET Closing date for receipt of ITT responses
7-15 November 2022	Evaluation of responses and contractual terms.
16-30 November 2022	Contract negotiation with Preferred tenderers <i>(Tenderers' availability during this period is kindly requested)</i>
5th December 2022	Signing of the Contract
1 January 2023	Supply Start Date

3.3 Timeliness of response

ECMWF will not consider any late or partial responses to this ITT nor will it consider requests for extension of the time or date fixed for the submission of proposals. It may, however, at its own absolute discretion extend the time or date fixed for submission and in such an event ECMWF will publish this information on its website under the ITT announcement at <https://www.ecmwf.int/en/about/suppliers>.

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 respondent could have taken to submit the response on time. It is important that you do not leave the submission of your response to the last minute.

4 Terms and Conditions of Tender

4.1 Tenders are subject to these Conditions of Tender

Tenderers must read all ITT documents and comply with ECMWF's instructions with regard to the submission of their Tenders.

4.2 Evaluation

ECMWF will evaluate the Tender based on the Tenderer's responses to ECMWF's requirements specified in Volume I, Volume II and Volume III of this ITT.

The High-Level Evaluation criteria which will be used are specified in Volume II.

ECMWF will inform each Tenderer of the result of its Tender in writing.

4.3 The Tenderer must not:

- a. Consult, communicate or agree with any other Tenderer, or manufacturer/vendor on any matter whatsoever related to the ITT;

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

4.4 Validity

All prices shall be submitted in Euros (€). The Tender shall be valid for 4 months following the ITT closing date *(for fixed price option in Volume III tenderers to specify the validity)*.

4.5 Guarantees

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

4.6 Expenses

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

4.7 Language for responses

All Tender documentation shall be written in English unless specifically allowed otherwise.

4.8 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 agreed as a result of this ITT and any other agreed terms.

4.9 Right to negotiate

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

4.10 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.

4.11 Confidentiality

The contents of this ITT together with all other information, materials, specifications or other documents provided by ECMWF, or prepared by respondents specifically for ECMWF, shall be treated at all times as confidential by the respondents unless it is already in the public domain. Respondents shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the respondents' group or use them for any purpose other than for the preparation and submission of a response to this ITT nor shall respondents publicise ECMWF's name or the project without the prior written consent of ECMWF. Respondents 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 respondents in response to the ITT. Any information in such documents that is proprietary and confidential to the respondent 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 responses 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.

Please also note that all personally identifiable information (PII) requested by ECMWF or provided by respondents will be treated in accordance with the ECMWF Policy on Personally Identifiable Information Protection (PIIP). It is available at <https://www.ecmwf.int>. ECMWF shall process all PII submitted by your response for the sole purposes of assessing your response. In doing so, ECMWF may share such PII with consultants or external advisors.

4.12 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.

4.13 Terms and conditions of contract

Tenderers are invited to submit their proposed Terms and Conditions of Contract for consideration by ECMWF. Tenderers should provide the Terms and Conditions they propose as an attachment to their response.

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:

"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.

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."

Tenderers are required to confirm their agreement to this clause in their response to the relevant question in Volume III Response template.

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.