

# ECMWF Copernicus Procurement

## Invitation to Tender



## COPERNICUS PROJECT

### VOLUME I: Instructions for respondents and Conditions of tender

ISSUED BY: ECMWF Administration Department Procurement Section
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## 1. Introduction to the ECMWF & European Copernicus Programme

The European Centre for Medium-Range Weather Forecasts (ECMWF) is an independent intergovernmental organisation supported by 35 states.

ECMWF is both a research institute and a 24/7 operational service, producing and disseminating numerical weather predictions to its Member States. This data is 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 supercomputer facility (and associated data archive) at ECMWF is one of the largest of its type in Europe and Member States can use 25% of its capacity for their own purposes.

The organisation was established in 1975 and now employs around 450 staff from more than 30 countries.

A description of ECMWF's activities and infrastructure can be found at:

<http://www.ecmwf.int/en/about/what-we-do>

The Copernicus component of the European Union's Space Programme is an EU-wide flagship programme that aims to support policymakers, businesses and citizens with enhanced environmental information. The programme reached operational status in 2014 and entered its second phase in summer 2021. For the period 2021-2027, a total budget of 5.3 B€ has been allocated to operate Copernicus and support both its space component (in particular the dedicated "Sentinel" satellite missions) and the services.

Copernicus also relies on a strong in situ and ground-based remote-sensing observation component, contributed to directly by European Member States as well as by international research networks. Copernicus benefits from satellite, in situ and ground-based remote-sensing observations provided by the wider international community, and it contributes to and benefits from the building up of the Global Earth Observation System of Systems (GEOSS) and the Global Framework for Climate Services (GFCS). Copernicus contributes to the European Green Deal, which is the overarching guiding document for the EU's "climate action plan" – a new growth strategy that aims to transform the EU's economy to ensure a sustainable future. Through the European Green Deal, the European Union will become a resource-efficient and competitive economy where there are no net emissions of greenhouse gases by 2050, economic growth that is decoupled from resource use and where no person and no place is left behind.

Copernicus services provide information drawn from observational data sources and modelling capacities. They address six areas: three are thematic and refer to different components of the Earth-System (land, marine and atmosphere); the three others being "horizontal" or "cross-cutting" in scope (emergency management, security and climate change). The continuous evolution of the Services currently relies on funding from the European Research & Innovation Programme Horizon Europe and has previously relied on funding from the European Framework Programmes 6, 7, and Horizon 2020, as well as initially from the European Space Agency. Most services and their components are operational. However, there are new service elements, such as for instance the anthropogenic CO<sub>2</sub> emissions Monitoring and Verification Support capacity, which are currently still in the build-up phase supported by Horizon Europe.

## 2. Definitions

Definitions common to all ECMWF Copernicus ITTs and used in other documents for this ITT are listed here:

"C3S"	means Copernicus Climate Change Service
"CAM5"	means Copernicus Atmosphere Monitoring Service
"Copernicus"	(previously known as Global Monitoring for Environment and Security), means the European Commission project for which Services under this ITT will be procured
"Deliverable"	means all those things to be created, manufactured or engineered for ECMWF as part

of the Services, including any intended outcome of this ITT, whatever its form or nature (including tangible and intangible assets, in particular data and information products or software products). A Deliverable may include individuals or multiples of the following, without limitation, numerical datasets, reports, graphics, web content, software, algorithms, models, prototypes, any information from the Copernicus services (including following processing or modelling), research and development results, and documentation of implemented processes and algorithms.

“ECMWF or Centre”	means European Centre for Medium-Range Weather Forecasts
“eProcurement Portal”	means the web based portal to be used by Tenderers to submit their responses to this ITT
“ITT”	means this invitation to tender, comprising an online portal containing a set of ITT questions and associated documentation
“KPI”	means Key Performance Indicator, a quantifiable measurement that reflects the critical success factors of an activity, as set out in Volume II Specification
“Milestone”	means a step used to mark specific points along the project timeline. These points may signal anchors such as a project start and end date, introduction of a new input data set, among others. A Milestone differs from a Deliverable in that a Milestone is a measurement of progress toward an output whereas the Deliverable is the result of the process.
“Performance Target”	the expected or predicted success level of an activity. The Performance Target can be assessed with Key Performance Indicators
“Services”	means any of the services that are being procured by the ECMWF in this ITT
“Successful Tenderer”	means a respondent to this ITT who is successfully chosen as a supplier and subsequently performs the Services
“Tender”	means a response to this ITT
“Tenderer”	means a respondent to this ITT

### 3. Terms and Conditions of Tender

#### 3.1 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.

#### 3.2 Eligibility

##### 3.2.1 General eligibility for potential prime and subcontractors

According to the Contribution Agreement between the European Union and ECMWF, participation in calls for tenders shall preferably be open to entities established in Member States of the European Union and to entities established in Copernicus participating states in accordance with the conditions laid down in the EU’s Space Programme Regulation. The Regulation can be found at <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv%3AOJ.L.2021.170.01.0069.01.ENG&toc=OJ%3AL%3A2021%3A170%3AFULL>

It is currently ECMWF’s expectation that, in practice, entities established in other States may exceptionally be eligible and subject to specific scientific or other requirements (as specified in the tender documents) as well as express prior approval by an EU Procurement Board. This applies to both prime and sub-contractors.

Accordingly, ECMWF is required to reserve the right to exclude ineligible persons or entities from tenders at any point in time. All Tenderers as well as their sub-contractors must meet all eligibility criteria throughout the whole duration of the procurement exercise as well as their prospective contracts.

### 3.2.2 Eligibility of United Kingdom and Swiss entities

The United Kingdom (UK) and Switzerland (CH) were eligible for the first phase of the Copernicus Programme between 2014 and 2020. This has changed. For the avoidance of doubt, please note that, at present, neither the UK nor CH are EU Member States nor participating in the EU Space Programme. Thus, the UK and CH are currently considered as non-contributing countries for the second phase of the Copernicus programme (2021-2027).

## 3.3 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 paragraphs 3, 4, 5, 6 and 7 of this Volume I. ECMWF will inform each Tenderer of the result of its Tender in writing.

## 3.4 Early Detection and Exclusion System (EDES) Database

The purpose of the EDES is the protection of the European Union's financial interests. In particular, the EDES ensures:

- the early detection of persons or entities, which pose a risk to the Union's financial interests;
- the exclusion of persons or entities from receiving Union's funds (Article 135(1) of the Financial Regulation);
- the imposition of a financial penalty on a recipient (Article 138 of the Financial Regulation);
- the publication, in the most severe cases, on the Commission's internet site of information related to the exclusion and where applicable the financial penalty, in order to reinforce their deterrent effect (Articles 140 of the Financial Regulation).

The ECMWF makes use of the EDES to verify whether individuals or organisations are suitable entities to receive funding from the EU.

The grounds for exclusion are listed under article 136(1) of the EU Financial Regulation. They include:

- bankruptcy and insolvency situations;
- non-payment of taxes or social security contributions;
- grave professional misconduct;
- fraud, corruption, participation in a criminal organisation etc.;
- serious breach of contract.

Tenderers must confirm in the eProcurement Portal that they and persons having powers of representation, decision-making or control in their organisation are NOT listed on the EDES database and must accept that the ECMWF will reject any Tenderer who is so listed.

## 3.5 EU Restrictive Measures

Restrictive measures (sanctions) are the tool in the EU's common foreign and security policy (CFSP), through which the EU can intervene where necessary to prevent conflict or respond to emerging or current crises.

The obligation to ensure compliance with the EU restrictive measures applies:

- to the EU institutions and bodies and to all EU contracting partners;
- not only at the initial distribution of funds but also down to the level of final beneficiary.

ECMWF, as the entrusted entity for the implementation of Copernicus Atmosphere Monitoring and Climate Change Services, must ensure that there is no detection of a recommended Tenderer (and any partners

thereof) or grant applicant, co-applicants, affiliated entities in the list of EU restrictive measures, before signing a contract. Likewise, grant beneficiaries and contractors must ensure that there is no detection of subcontractors, natural persons (including recipients of financial support to third parties), in the lists of EU restrictive measures. This requirement is specifically detailed in clause 2.1.4, and clauses 2.9.2.2 (ii) and 2.9.5 of Volume V of the ITT documents, the Framework Agreement for Copernicus Services.

As a minimum, using the [www.sanctionsmap.eu](http://www.sanctionsmap.eu) website, Tenderers must undertake the following checks of their subcontractors, or any other third parties involved in delivering products goods or services to Copernicus:

- Country check (country of registration of bidding organisation / holding company);
- Organisation / Holding company check (using search function);
- Individual check (using search function).

Tenderers must complete the Restrictive Measures form in the eProcurement Portal for a minimum of four persons who have powers of representation, decision-making or control in their organisation, as well as confirming that they have undertaken checks on their subcontractors as detailed above.

Tenderers should note that, as this forms part of ECMWF's obligations to the EC, failure to complete and return this form may lead to exclusion from the tender process.

### 3.6 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.

### 3.7 Validity

Unless otherwise specified in Volume IA, the Tender shall remain valid for nine months after the closing date for this ITT.

### 3.8 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.

### 3.9 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.

### 3.10 Language for responses

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

### 3.11 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 and any other agreed terms.

### 3.12 Right to negotiate

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

### 3.13 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.

### 3.14 Confidentiality

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.

Please also note that all personally identifiable information (PII) processed by ECMWF will be treated in accordance with the ECMWF Policy on Personally Identifiable Information Protection (PIIP). It is available at <https://www.ecmwf.int/en/privacy>. 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. 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 held on the eProcurement Portal.

### 4.1 Volume I - Instructions for respondents and Conditions of Tender (this document)

Contains an introduction to the ECMWF and the Copernicus Programme, lists the conditions of Tender and provides instructions on how to respond.

### 4.2 Volume IA - Timetable for the ITT

A listing of the events and their dates for an ITT.

### 4.3 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.

### 4.4 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.

### 4.5 Volume II Specification

This contains detailed technical specifications and requirements for each ITT.

### 4.6 Volume III Templates for Suppliers to Complete

These are the templates Tenderers will need to complete when providing their responses:

- Volume III A – Pricing and deliverables

- Volume III B – Templates for Tenderers to complete

#### 4.7 Volume IV Forms to Complete

- Financial Identification form
- Legal Identification form

#### 4.8 Volume V Framework Agreement for Copernicus Services

The terms and condition for Copernicus procurements through the ECMWF.

#### 4.9 Checklist of documents to be completed by Supplier

The documents listed under paragraphs 4.6 and 4.7 are contained within the eProcurement Portal.

### 5. Submissions

Tenders must be submitted using ECMWF's eProcurement Portal as described below. Submissions in other formats than the one specified in this document 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.

#### 5.1 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 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.


#### 5.2 Online questionnaire

The questionnaire asks for details about your organisation and your Tender. 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. 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.

**You should allow sufficient time to complete the various sections of the response on the Portal (i.e. questionnaire, additional information section etc.) and we recommend not leaving this activity to the last minute. You must click the “Submit response”  button and the status of your response should read “Submitted”, otherwise your response will not be accessible to ECMWF and hence will be ineligible for evaluation.**

## 6. 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 more than 15 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 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.

## 7. 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 clause in our Framework Agreement for Copernicus Services.

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 our Framework Agreement for Copernicus Services.