

INVITATION TO TENDER

ECMWF/ITT/2019/BOND16

Procurement of
Electricity

Volume I:

Instructions for Tenderers and Conditions of Tender

12 July 2019

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

Ayming (<https://www.ayming.co.uk/>) have been engaged by ECMWF to assist in running this ITT.

1.2 Scope of this ITT

The purpose of this Invitation to Tender (ITT) is for ECMWF to enter into a contract for the supply of Electricity at ECWMMF's site in Bologna, Italy.

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

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, are held on the eProcurement Portal.

2.1 ITT Online Questionnaire - ProContract eProcurement Portal

ECMWF uses eProcurement Portal for this procurement (see Section 3). The ITTs that are launched by ECMWF are available at: <https://procurement.ecmwf.int/>

The ITT Online Questionnaire in the eProcurement portal is where the tenderers prepare and submit their responses. It contains questions for the tenderers to respond by uploading the documents that will comprise their proposal. These questions also contain the different volumes of the ITT as relevant.

2.2 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.

2.3 Volume IA - Tender Submission Form

Volume IA is the Tender Submission Form to be completed and uploaded by the respondents under the relevant 'question' in the portal. Volume IA is a template for the Tenderers to provide the information required in accordance with Section 7.2 of this document, Volume I.

2.4 Volume II - Specification of Requirements

This contains detailed technical specifications and requirements for this ITT, including volume estimates, functional and non-functional requirements for the Tenderers.

2.5 e-Auction

ECWMMF will be conducting an e-Auction in order to obtain competitive pricing for electricity supply. Details of the e-Auction platform to be used as part of this Tender will be provided only to shortlisted Tenderers in line with the evaluation criteria specified in Volume II.

2.6 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.

3 Submissions and Clarifications

Tenders must be submitted using ECMWF's eProcurement Portal. 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 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>

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.

3.2 ITT Online questionnaire

ITT Online Questionnaire (see Section 2.1) asks you to download documents to complete and then upload, and it may also request the upload and/or provision of other documents and information. The questionnaire must be answered online. It does not have to be answered completely in one session. You can start to answer it, then save it and complete it later.

Having completed the online 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.

3.3 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 before the questions 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 Tenderers who have expressed an interest in the relevant ITT unless, at the sole discretion of ECMWF, the question is specific to a Tenderer's proprietary solution. The identity of the questioning Tenderer will not be revealed to the other Tenderers.

Tenderers are requested:

- (a) Not to include anything in the body of the question which enables you to be identified; and
- (b) To use the Title "Proprietary Question" if you consider the question is specific to your proprietary solution.

4 Status of ECMWF

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 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.

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 as implemented in Italy by article 4 of the Presidential Decree n. 633 dated October 26, 1972. 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.

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 Sections 2, 3, 4 and 5 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 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.

5.4 Validity

All prices shall be submitted in Euros (€) and shall be binding on the Tenderer. The Tender shall be valid for 2 weeks following the conclusion of the e-Auction as defined in Volume II (two weeks period is required for ECMWF internal process for approval of the award and the final contract).

5.5 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.

5.6 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.

5.7 Language for responses

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

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 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.

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. 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.

7 Format of the Tender response

7.1 Presentation and Order of the Tender

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

- Completed Tender Submission Form-Volume IA
- Response to Volume II (Specification of Requirements) which shall include but not be limited to:
 - your response to Appendix 2 (Pre-Qualification Questionnaire) to Volume II;
 - completed Appendix 3 (Charges breakdown)
- Proposed contract terms and conditions

In addition to submitting the documents above, Tenderers will be expected to submit their proposed Green Energy price through participation in a reverse eAuction.

Note that for any information that has been provided as part of the Tender, but not specifically requested by ECMWF, then ECMWF shall, at its sole discretion, decide whether to utilise that further information within its evaluation process.

7.2 Tender Submission Form-Volume IA

The Tender Submission Form which can be found under the online questionnaire should be completed for the following information:

1. Details about your organisation
Information on the legal, commercial or professional status of the Tenderer. The tenderer should also provide 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.
2. Economic and financial capacity:
Financial information on your organisation to enable us to evaluate your financial status
3. Staff resources
4. Experience and references
5. Executive Summary

The summary shall give a brief technical description of the Tenderer's proposals for the supply of electricity and shall contain a project plan that sets out the major activities, milestones and events up to completion of the supply.

6. Additional questions

This section contains a set of questions which seek either information or confirmation from the Tenderer.

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 and ongoing support and Service Level Agreements (SLAs), 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, in particular, all points of specification must be responded to.

Should the Tenderer wish to propose additional features which are not specified as Requirements, the Supplier should clearly identify these additional details within this chapter.

ECMWF seeks focused responses, rather than responses which include a significant amount of standard marketing material. If you wish to include marketing material in your proposal documentation set, it should be provided as discrete documents and limited to only marketing material which is directly relevant to the response and marked as "Marketing Material", however ECMWF may, at its sole discretion, not evaluate any such marketing material.