

INVITATION TO TENDER

ECMWF/ITT/2019/BOND24b

PROCUREMENT OF
APPLICATION DELIVERY CONTROLLER

Volume I:

Instructions for Tenderers and Conditions of Tender

13 September 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>.

1.2 Scope of this ITT

The purpose of this Invitation to Tender (ITT) is for ECMWF to enter into a long-term contract for the supply of equipment and its associated maintenance and support services, and other services to build the "Application Delivery Controller" that will be purchased and installed by ECMWF as part of the new networks and security infrastructure at ECMWF's new data centre at Tecnopolo di Bologna, Via Stalingrado, Bologna, Italy from late 2019 onwards.

The ITT will also include:

- professional services for the design validation and onsite site engineer presence during the Deployment Phase 1;
- training of ECMWF staff.

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 high level designs, pricing summary and functional and non-functional requirements for the Tenderers.

2.5 Volume III - Draft Agreement

The draft terms and conditions for this procurement.

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 10 working 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, at the sole discretion of ECMWF, the question is specific to a supplier’s proprietary solution. The identity of the questioning supplier will not be revealed.

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 are 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 the 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 clauses in Volume III.

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 Volume III.

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

The Tender & its pricing shall remain valid and fixed for three (3) months after the closing date for this ITT. All prices shall be submitted in Euros (€) and shall be binding on the Tenderer.

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, manuals and diagram labelling shall be written in English.

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.

5.12 Format of Response

The Tenderer shall not change the format of the requested information and shall provide their submission in word or excel (as required) in order that ECMWF may easily extract the data for analysis and review. Failure to provide in the correct format may result in the submission being rejected and the Tenderer withdrawn from the process.

6 Closing Date

The closing date and time for receipt of Tenders are 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 four 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 1 (Tenderer's Credentials) to Volume II;
 - your response to Appendix 2 (Technical and Operational Requirements) to Volume II;
 - your response to Appendix 3 (Pricing and Agreement) to Volume II;
- Completed Spreadsheet Volume II BoM
- Completed Spreadsheet Volume II TechSpec

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

In addition, Tenderers must provide the Financial Statements of Accounts for the past three years, including the Statement of Financial Performance (also known as Profit and Loss) and the Statement of Financial Position (also known as the Balance Sheet) in line with the relevant Financial Standards e.g. IFRS, IAS, IPSAS etc. These should include all notes to the accounts and the relevant external audit opinion where applicable. These should be provided preferably in English. If the audited accounts are not in English please provide a translation of the main headings in the Statement of Financial Performance and Statement of Financial Position together with a statement confirming the audit opinion or verification of your annual accounts.

3. Staff resources

4. Experience and references

5. Confirmation of agreement to Volume III of the ITT (terms and conditions of contract):

Tenderers must note Volume III of the ITT (Draft Agreement) sets out the conditions of contract. It is mandatory that the Tenderer shall provide a response to the respective question on the form stating their acceptance or non-acceptance of the individual conditions contained in the Draft Agreement.

In the event that the Tenderer cannot accept these conditions, it shall list the clauses which it is unable to accept and for each such clause it shall:

- (i) explain why it is unable to accept the Clause; and*
- (ii) provide alternative wording which it would find acceptable.*

Tenderers are reminded that their responses to Volume III are part of the criteria that ECMWF will use to evaluate Tenders as further explained in Volume II.

6. Executive Summary

The summary shall give a brief technical description of the Tenderer's proposals for the supply of the works and/or service and shall contain a project plan that sets out the major activities, milestones and events up to completion of the supply and installation of the works. Alternative proposals submitted by the supplier shall be clearly identified and it is at the sole discretion of ECMWF as to whether any alternative proposal shall be evaluated. The summary shall also describe the Tenderer's management organization.

7. 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.

Should the Tenderer wish to propose an alternative technical solution, such proposal must be contained in this chapter. However, Tenderers are encouraged to submit alternative proposals only if the Tenderer considers that deviation from the specifications set out in Volume II provides a technically equal or more reliable solution and equally affordable to ECMWF. Alternative proposals shall be separately and clearly identified in detail by the Tenderer.

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.

Tenderer's response to Volume II should also include:

- Completed technical specification spreadsheet as specified (Specifications of Requirements) to Volume II;
- Completed pricing spreadsheet as specified (Pricing and Agreement) to Volume II.