

INVITATION TO TENDER

FOR

ATLASSIAN DATA CENTRE LICENCES

&

IT PROFESSIONAL SERVICES

REF: ECMWF/ITT/2022/332

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1. BACKGROUND

1.1 Definitions

Definitions used in this Invitation to Tender (ITT) are listed here:

“ECMWF”	means European Centre for Medium-Range Weather Forecasts;
“Centre”	means ECMWF;
“ITT”	means this invitation to tender;
“Tender”	means a response to this ITT;
“Tenderer”	means a Tenderer to this ITT;
“You”	the recipient of this ITT, a prospective “Tenderer”.
“Licence”	means the Atlassian Data Centre Licence

1.2 Introduction

This ITT has been prepared by the European Centre for Medium-Range Weather Forecasts, (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) ("ECMWF") for the purposes of obtaining proposals from suppliers for the provision of Atlassian Data Centre Licences, including Licence Purchase and IT Professional Services (configuration & implementation of web sign-on function and design & implementation of licence management). The Licence purchase contract term will be for a minimum period of two (2) years with an option of extension to a further two (2) years. The IT Professional Services contract term will depend on proposal but shall be finished by mid-2023.

ECMWF is an independent intergovernmental organisation supported by 35 States. Information on ECMWF's activities can be found at <https://www.ecmwf.int/en/about>.

ECMWF has headquarters in Reading, UK, offices in Bonn, Germany, and a data centre in Bologna, Italy.

1.3 General

This ITT is made of 3 lots:

1. Provision of Atlassian Licences for up to 4 years
2. Professional services – Configuration & implementation of web single sign-on function
3. Professional services – Design & Implementation of licence management

The ultimate purpose of this ITT is to secure the best value for money in the provision of Atlassian Data Centre Licences and related professional services for ECMWF and more specifically:

- The ITT will result in a purchase agreement for the Atlassian Data Centre Licences described in Section 2.1 and 5.1 of Annex 1 Specification of Requirements (SoR).
- The licence purchase agreement will select a supplier for an initial duration of two years, with possible extension of another two years.
- The licence purchase agreement and the professional service agreements can be awarded either to one single supplier or separately to different suppliers as per 3 different work scope described in Section 5 (5.1, 5.2 & 5.3) of Annex 1 Specification of Requirements (SoR).
- The bidders are invited to bid for any of the three lots or propose a combined offer for

multiple lots as per described in Section 5 (5.1, 5.2 & 5.3) of Annex 1 Specification of Requirements (SoR).

- The acceptance to the agreement will be based on the evaluation criteria and methodology described in Section 6.1.

2. STRUCTURE OF THIS ITT

The ITT document is structured in several parts, described below, all of which form the ITT. The ITT:

- contains an introduction to the ECMWF including background, instructions on how to respond and what information is required and a listing of the events and their dates for this ITT,
- provides detailed specifications for the requirements of this ITT in Annex 1- Specification of Requirements (SoR),
- provides a submission form to be completed by the Tenderers in Annex 2,
- provides a template for Pricing Tables to be completed by the Tenderers in Annex 3,
- provides the Terms and Conditions of Contract in Annex 4.

Also, a Contract Notice is published in the Official Journal of the European Union.

3. TIMETABLE FOR THE ITT

We envisage the following timetable for this procurement exercise (all times are UK local unless otherwise stated):

ITT publication date (e-procurement portal)	16th September 2022
Final date/time for receipt by ECMWF of clarification questions	29th September 2022 Midnight
Date by which clarification questions will be answered	7th October 2022
Closing Date	14th October 2022 15:00 UK time
Evaluation by ECMWF	October 2022
Negotiation of service details with preferred bidder(s) / if applicable	October-November 2022
Sign Contract by	November 2022

The Tenderer's response shall remain valid for a period of not less than **6 months** after the Closing Date.

ECMWF reserves the right to postpone the dates from those published in this document.

4. SUBMISSION OF RESPONSE

Responses to this ITT must be submitted via ECMWF's eProcurement portal no later than the Closing date/time in section 3.

- (a) ECMWF's eProcurement portal

Tenders must be submitted using ECMWF's eProcurement Portal as described below. 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.

(b) 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 registration 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.

(c) Clarification questions

All correspondence is conducted via the e-Procurement Portal. No other form of communication will be accepted.

Any questions concerning this ITT (“Clarification Questions”) must be submitted via the eProcurement Portal and must be received by ECMWF more than 15 days before the closing date. ECMWF will respond via the portal within five working days and will send the question and answer to all suppliers who have expressed an interest in the ITT unless the question is specific to a supplier’s proprietary solution. The identity of the questioner will not be revealed.

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 this period.

4.2 Timeliness of response

ECMWF will not consider any late or partial responses to this ITT (unless this is due to a technical issue caused by either ECMWF or their e-portal) nor will it consider requests for extension of the time or date fixed for the submission of responses. It may, however, at its own absolute discretion extend the time or date fixed for submission and in such an event ECMWF will notify all Tenderers who have

expressed interest.

4.3 Costs of preparation of response

Recipients of this ITT will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their responses to this ITT.

5. REQUIRED INFORMATION

5.1 Summary

Tenderers should, at the beginning of the proposal, before setting out the answers to the questions, include a brief executive summary of the response to the ITT.

5.2 Contact details

Please supply details of the person at your organisation who can be contacted by ECMWF in relation to your proposal. Please give their name, title, address and location, telephone number and e-mail address.

5.3 Track record and references

In this section, the Tenderer is expected to provide a brief overview of the organisation. The Tenderer should describe in brief terms the company's history and recent provision of procurement support services of similar value and scopes as those described in Annex 1. Should the Tenderer propose to engage subcontractors or any other third-party suppliers, this should also be described in this section, along with complementarity of the Tenderer with its potential subcontractors.

The Tenderer shall also 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 of these customers.

5.4 Commercial arrangements

Please complete the Pricing Tables in Annex 3 in accordance with the instructions therein and with the requirements specified in Annex 1 and below:

- The prices shall be inclusive of all constituent elements, such as unit price, overhead rates (if any), expenses etc.
- The prices (discount % for Lot 1, and rates for Lot 2 and Lot 3) shall be firm and fixed and quoted in Pound Sterling (£) or Euro (€) net of taxes and VAT. For the purposes of comparison, prices will be converted into a single currency at a conversion rate to be established as the average ECB exchange rate for the calendar month prior to the closing date of the ITT. Bidders to specify currency on the template in Annex 3.
- The Licences will be used at ECMWF Data Centre in Bologna, Italy with remote installation & implementation managed by ECMWF Headquarters in Reading, UK.
- Lot 1: The bidders are required to specify the discount percentage they offer over the published Atlassian list prices in Annex 3 Pricing Tables. These discount percentages should be fixed until the end of 2024 for the pilot and the full deployment.
- Pricing tables also contains a section for daily rates which needs to be completed by the bidders for different profiles of professional services. These rates will be a cap on those that you will use to quote for specific work in the future, and they must include any mark-up that you would apply.

- Bidders are also requested to specify how they will approach their pricing for any optional licence purchases and professional services which may be required 2025 onwards.
- Additional price reduction and its conditions shall also be clearly mentioned in the pricing tables.

5.5 Response to the Specification of requirements

The technical solution must contain all the information necessary to enable an in-depth assessment of its conformity with the specification of requirements set out in Annex 1. The Tenderer needs to complete Section 6 of the Annex 2 Tender Submission form and is free to format this section and insert as many sub-sections as necessary to provide for a logical structure of the technical proposal. The Tenderer shall give a short background to the proposed solution to demonstrate understanding of that solution and of the context, as well as describe the proposed approach and methodology, including the service level, for an efficient achievement of set goals. This section shall also include a statement of compliance for each requirement formulated throughout this document, describing how the proposed solution maps to the requirements.

5.6 Quality of Resources for IT Professional Services (Lot 2 & Lot 3)

The Tenderer shall propose a team with the skills required for providing services that meet the specification of requirements set out in Annex 1 and should explain why the proposed team is particularly well-placed to execute the contract. Any key skill or employee dependencies and the availability of replacement skills in those areas should be described in this section.

The Tenderer shall summarise the information about the proposed key personnel in Section 7 of Annex 3 Tender Submission form.

5.7 Management and implementation

The management and implementation section shall contain general details of contract management, risk analysis and any aspects that will determine the implementation of the service. The Tenderer shall document aspects of contract management regarding the offer. The work organization, assignment of resources (including timeshare of personnel) and responsibilities shall be described in detail as well as the measures put in place to ensure that quality targets for the service are met. The Tenderer is free to format this section and insert as many sub-sections as necessary to provide for a logical structure of the management and implementation plan.

The Tenderer shall propose a set of specific, measurable, assignable, reasonable, and time-related Key Performance Indicators which will enable ECMWF to evaluate how effectively the Tenderer would be achieving key contractual objectives and targets.

5.8 Standards and procedures

Please provide a list of your quality assurance processes and management systems and any quality related accreditations or certifications you hold if applicable.

5.9 Terms and Conditions

The terms and conditions for this contract are at Annex 4. As the Licence will be used in ECMWF Italy Data Centre and the purchase entity will be ECMWF UK office, selected supplier will be engaged on ECMWF default UK terms and conditions. The tenderers are required to confirm their acceptance of the Terms and Conditions in Annex 4, or to highlight any potential reservation by responding to relevant section of the Tender Submission Form in Annex 2.

However, depending on the suppliers' country, a substantially equivalent T&C adapted to the said country might be proposed at a later stage.

Please note that because of ECMWF’s immunity from jurisdiction, any contract resulting from this ITT must contain an arbitration clause which is offered by ECMWF to all contracting parties. Further information may be found at <http://www.ecmwf.int/en/about/suppliers> in document “ECMWF’s status: Arbitration and VAT”.

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

The proposal which you submit, clarified, if necessary, will be part of the contract.

5.10 Additional matters

Please set out any additional information or other relevant matters which you think have not been adequately addressed in the ITT and/or merit further consideration in your response.

6. OTHER

6.1 Evaluation method and selection criteria

Tenders will be evaluated based on the high-level evaluation criteria and weights shown in the table below to be selected per work scope (lots) described in Section 5 of Annex 1- Specification of Requirements (SoR)

- **Lot 1: Licence Purchase Evaluation Criteria**

Evaluation criteria – Lot 1	Weighting
Tenderer’s credentials (incl. track record)	15
Legal & financial soundness	5
Price	80

- **Lot 2: Web Single Sign-on Integration (IT Service) Evaluation Criteria**

Evaluation criteria – Lot 2	Weighting
Tenderer’s credentials (incl. track record)	10
Tenderer’s Legal & financial soundness	5
Quality of Proposed Technical Solution	30
Quality of Resources proposed	15
Management & Implementation	10
Price	30

- **Lot 3: Design and Implement Licence Management (IT Service) Evaluation Criteria**

Evaluation criteria – Lot 3	Weighting
Tenderer’s credentials (incl. track record)	10
Tenderer’s Legal & financial soundness	5
Quality of Proposed Technical Solution	30
Quality of Resources proposed	15
Management & Implementation	10
Price	30

Following notification of the result of your tender you may request feedback on the evaluation from ECMWF.

6.2 Confidentiality

Except where ECMWF has made its documents publicly available, the contents of this ITT together with all other information, materials, specifications, or other documents provided by ECMWF, or prepared by Tenderers specifically for ECMWF, shall be always treated as confidential by the recipients. You shall not disclose any such information, materials, specifications, or other documents to any third parties or to any other part of your group or use them for any purpose other than for the preparation and submission of a response to this ITT nor shall You publicise ECMWF's name or the project without the prior written consent of ECMWF. ECMWF in turn confirms that it shall treat all information provided to it by the Tenderer as confidential and further confirms that such information will not be disclosed by ECMWF to any third parties, other than its advisers and consultants.

You 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.

6.3 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.

Please confirm that you have complied with the above conditions.

6.4 Specific contractual requirements for Lot 1

As an intergovernmental organisation, ECMWF has a particular status and enjoys certain privileges and immunities under its founding documents – the Convention Establishing the European Centre for Medium-Range Weather Forecasts and the associated Protocol on the Privileges and Immunities of the European Centre for Medium-Range Weather Forecasts (https://www.ecmwf.int/sites/default/files/amended_convention_protocol_privileges_en.pdf). Any contractual arrangement, including the licence arrangement ensuing from Lot 1, must take due account of ECMWF's status as an intergovernmental organisation with privileges and immunities, including ECMWF immunity from jurisdiction and the requirement to include a suitable arbitration clause. Tenderers are asked to confirm their ability to ensure compliance with the above requirements. See link in paragraph 5.9 above for further details.

6.5 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.

ANNEX 1 - SPECIFICATION OF REQUIREMENTS (SOR)

Please see separate document for Annex 1

ANNEX 2 - TENDER SUBMISSION FORM

Please see separate document for Annex 2

ANNEX 3 - PRICING TABLES

Please see separate document for Annex 3

ANNEX 4– TERMS AND CONDITIONS

Please see separate document for Annex 4