



INVITATION TO TENDER

FOR

THE PROVISION OF

OUTSOURCED PROCUREMENT SERVICES

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1 INSTRUCTIONS FOR TENDERERS

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”.

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 procurement of Outsourced Procurement Resource for BOND Project. This Invitation to Tender (hereafter ITT) will result in the setting up of a framework contract with a single supplier for an initial period of 36 months with the possibility of one extension for an additional period of 24 months.

1.3 Background to the service and the BOND Project

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. The organisation was established in 1975 and now employs around 350 staff from more than 30 countries. ECMWF is one of the six members of the Co-ordinated Organisations, which amongst others also include the European Space Agency (ESA) and the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT).

Information on ECMWF's activities can be found at <http://www.ecmwf.int/en/about>.

ECMWF has two sites in Reading, UK.

ECMWF scientists are constantly pushing the boundaries of existing research to improve numerical weather prediction. Applying cutting-edge science to our forecasting system helps to make sure that ECMWF's predictions meet the evolving needs of our users. Numerical weather prediction requires ECMWF to gather, process and disseminate vast amounts of data, hence the requirement for a High Performance Computer, and associated hardware and software in order to produce output for our customers / audience.

Due to increased resource requirements, in 2017 ECMWF agreed to move their Data Centre to Bologna, Italy. The Data Centre will be housed in a specialist technology complex being built by the Emilia Romagna Region, and will contain a newly procured High Performance Computer (HPC) and associated equipment, being managed by a small number of staff. ECMWF are undertaking a strategic review of their IT structure, but whilst it is clear that some existing hardware will be moved from the current Data Centre to Italy (but not the HPC itself), there will be a requirement to procure new equipment and services. An internal project team (known as BOND) has been set up to manage the transition of the Data Centre from Reading to Bologna, but due to the need for a large number of substantial procurements within a tight time period, external procurement support is being sought. **Please note that the procurement of the HPC is outside the scope of this tender.**

The new Data Centre is scheduled to be handed over to ECMWF by third quarter 2019, with the new HPC being delivered in late 2019, with further contracts being established as the data centre becomes fully

operational. Additional support may be required beyond the initial period in line with that specified in section 1.2 of this ITT.

ECMWF currently has a small procurement team (3) working through a mixture of advice and support and / or hands on management of purchases of goods and services. These include an element of 'off the shelf' and bespoke, very technical requirements. For procurements in excess of £150k, a formal process has to be followed, with spend below this value being less formal, but run on the lines of being proportional to spend whilst meeting the principles of transparency, equal treatment and non-discrimination, and attaining best value for money.

As ECMWF is an intergovernmental, and not a public, organisation, it does not have to meet the requirements of the EU Procurement Directives, however these are used as 'best practice' guidance, and our policies are based on such. It is imperative that Tenderers have in place policies and procedures that meet the principles specified above, whilst having the necessary flexibility to reflect ECMWF's outlook.

It is important to note that, dependant on demand, specific language abilities will be required, together with familiarity of the UK and Italian markets (as equipment and services will be run and based there). Tenderers must therefore evidence the ability, either directly or via specific associates / subcontractors, to meet these requirements.

The ultimate purpose of this ITT is to secure the best value for money in the provision of procurement support services to ECMWF for the implementation of activities pertaining to the BOND Project. To this end, Tenderers should make it clear in their response how they ensure that they achieve this, and how they will add value to the procurement of goods and services for ECMWF, e.g. efficiency of service, speed of process, response times etc. In particular, any suggestions by Tenderers as to how their pricing could be contingent on successful outcomes, or performance related, would be welcomed.

The ITT will result in the establishment of a framework arrangement with a single provider for the purchase of further services in the future. During the lifetime of the framework arrangement ECMWF will purchase "lots" of services for specific procurement support services as required, but whilst there are expectations in terms of volumes, there is no guarantee.

1.4 Structure of this ITT

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

- This ITT document: contains an introduction to the ECMWF and background to the service, provides instructions on how to respond and what information is required, provides a listing of the events and their dates for this ITT and provides detailed specifications for the requirements of this ITT in Annex 1 - Specification of Requirements (SoR) together with Annex 2 - Pricing Information as a template to be completed by the Tenderer, as well as the Terms and Conditions applicable to the contract resulting from this ITT in Annex 3.
- eProcurement Portal online questionnaire: refer to section 1.6 below.
- Contract Notice: this is the document published in the Supplement to the Official Journal of the European Union describing the ITT and containing important information related to the ITT.

1.5 Timetable for this ITT

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

Publication of ITT	10 April 2018
Last date for submission of clarification questions	2 May 2018
Closing date/time	14:00 UK local time on 17 May 2018
Evaluation by ECMWF	By 8 June 2018

Presentations by shortlisted bidders (at ECMWF premises or via videoconference, where appropriate)	11 or 12 June 2018
Negotiation of service details with preferred bidder(s)	Mid to end June 2018
Sign contract by	July 2018

Table 1: Timetable

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

1.6 Submission of tenders

Responses to this ITT must be submitted via ECMWF's eProcurement Portal no later than the closing date/time specified in section 1.5.

(a) 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 RFP or ITT is published you must log on to the portal and express interest in the RFP or ITT to obtain access to the relevant documents and any subsequent clarifications.

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 proposals. ECMWF reserves the right to reject a proposal that does not substantially comply with the conditions that are part of the ITT.

(b) Online questionnaire

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

(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 10 working 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.

1.7 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 Portal) nor will it consider requests for extension of the time or date fixed for the submission of tenders. 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 via the e-Procurement Portal.

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 eProcurement Portal, 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.**

1.8 Evaluation method and selection criteria

Tenders will be evaluated in accordance with the following high-level evaluation criteria and weighting factors:

Evaluation criteria	Weighting
Legal and financial	5
Unit prices (as specified in Annex 2)	35
Track record, including references	15
Quality of resources	10
Technical solution proposed	20
Management and implementation	15

Table 2: Evaluation criteria

The evaluation process will be a two-stage process. The first stage will evaluate the Tenderer's response to the ITT and criteria will be assessed on such. A ranking will be made based on the above described evaluation criteria and weighting factors. It is envisaged that this evaluation will determine a minimum of 2 Tenderers who will be shortlisted for invitation to the second stage. ECMWF however reserves the right to shortlist more Tenderers, or to move directly to negotiations with a single Tenderer dependant on the quality and suitability of responses.

Tenderers who are not shortlisted at this stage will not be considered any further.

The second stage will involve a presentation by the Tenderer demonstrating the solution being proposed, and how it best fits, and adds value to, ECMWF's needs, with particular emphasis on how they would manage the risks and opportunities associated with equipment and services being placed in Italy. These demonstration meetings will involve members of the ECMWF BOND Tender Evaluation Board, and should include 3 of the key Tenderer staff nominated for our contract. The meetings will also give both parties the opportunity to clarify any outstanding elements of the tender/response following which, the shortlisted Tenderers will be invited to tender their 'best and final offer'. Following these meetings, the ECMWF will review the initial evaluation

results for the shortlisted Tenderers and may adjust these results in line with their findings during the demonstration meeting and any revisions made in the 'best and final offer'.

As a result of this second stage, and based on the revised evaluation results, a preferred Tenderer will be established with whom negotiations will be opened.

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

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

2 CONDITIONS OF TENDER

2.1 Procedures

The procurement for the contract will be conducted in accordance with ECMWF's procedures as set out in ECMWF's ITT documents and no other procedures will apply.

The submission of a 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 quotes. If ECMWF elects to accept a quote, subject to contract, the parties shall execute a formal contract incorporating the terms and conditions contained in the ITT and any other agreed terms. ECMWF reserves the right to contract with more than one supplier in awarding work under this ITT.

2.2 Tenders are subject to these Conditions

2.2.1 The Tenderer shall not:

- Consult, communicate or agree with any other Tenderer on any matter whatsoever related to the ITT;
- 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;
- Make any attempt to induce any other person or organisation to submit or not to submit a tender.

2.2.2 Validity

The tender shall remain valid for a minimum of four months after the closing date for this ITT.

2.2.3 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.

2.2.4 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.

2.2.5 Language for tenders

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

2.2.6 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 treated at all times as confidential by the recipients. Tenderers shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the Tenderer's group or use them for any purpose other than for the preparation and submission

of a response to this ITT nor shall Tenderers publicise ECMWF's name or the project without the prior written consent of ECMWF.

Tenderers 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 Tenderer 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' tenders 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.

2.3 Warnings/disclaimers

Nothing contained in this ITT or any other communication made between the respondent 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 respondent 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 respondents 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 tender for any reasonable purpose connected with this ITT.

3 TENDER FORMAT AND CONTENT

3.1 General

A response to this ITT shall comprise of information submitted via ECMWF's eProcurement Portal as responses to questions in the ITT's online questionnaire, either as comments or uploaded documents. Some questions of the online questionnaire contain forms and/or templates to be completed by Tenderers. These forms and templates are part of the ITT documentation and must be downloaded, completed as per instructions (if any) and uploaded as a response to the corresponding question.

3.2 Format and Page Limits

The Tenderer's response must contain all information necessary to enable an in-depth assessment of its conformity with the requirements set out in Annex 1 and Annex 2. The Tenderer is free to format its tender and insert as many sections and sub-sections as necessary to provide for a logical structure of the tender.

As a guideline, it is expected that the Tenderer's technical response contains the following sections, which do not exceed the page limits listed below. These are however advisory limits but should be followed wherever possible, to avoid excessive or wordy responses.

<i>Section</i>	<i>Page Limit</i>
<i>Executive Summary</i>	1 page
<i>Track Record</i>	1 page general presentation and 2 pages on track record
<i>Quality of Resources</i>	1 page summary and 2 pages per CV

<i>Technical Solution Proposed</i>	8 pages
<i>Management and Implementation</i>	5 pages
<i>Sample documents, templates, reports etc.</i>	No limitation

Table 3: Page Limits

3.3 Specific additional instructions for the Tenderer's technical response

The following is a guide to the minimum content expected to be included in each section. This is not an exhaustive description and additional information may be necessary depending on the requirements and the Tenderer's response.

3.3.1 Executive Summary

The Tenderer shall provide an executive summary of the tender, describing the objectives and service level.

3.3.2 Track Record

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.

3.3.3 Quality of Resources

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 the format shown in the table below:

Title / Profile	Broad description of work in relation to Service	List of personnel who fit the profile and whose CVs are submitted with tender	Qualifications

The Tenderer will insert CVs for all key personnel they propose to use. Key personnel are individuals who contribute to the development or execution of work under a contract in a substantive, measurable way i.e. their absence from the contract team would be expected to impact the approved scope of the contract. The format of the CV must be in accordance with the Commission Recommendation on a common European format for curriculum vitae, available at: <http://europass.cedefop.europa.eu/documents/curriculum-vitae>.

The Tenderer should also identify and describe the technical resources (e.g. equipment, specialised software etc.) to be used (by itself or by any proposed subcontractors) for the provision of services.

3.3.4 Technical Solution Proposed

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 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.

3.3.5 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 with regard to 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. However, the Tenderer shall keep the main structural elements described below.

More specifically, the Tenderer shall present a description of the following aspects:

- (1) quality assurance and control processes and management systems and if applicable, any quality related accreditations or certifications;
- (2) performance tracking tools, internal reporting and supervision arrangements, conflict resolution;
- (3) communication management (ECMWF, stakeholders, internal communication);
- (4) procedures for service delivery continuity in case replacement of key skills is needed;
- (5) personal data management;
- (6) where applicable, subcontractor management, including a list of subcontractors describing their contribution and key personnel, legal name and address;
- (7) any other management and implementation aspects of relevance to the service delivery.

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

KPI #	KPI Title	Performance Target and Unit of Measure	Frequency of Delivery	Explanations / Comments
KPI.1	Number of achieved deliverables relative to the number due so far	Guideline 100%	Quarterly	
KPI.2				
...				

The Tenderer shall also provide a detailed risk analysis regarding the provision of the required service, completed in the format shown in the tables below. Appropriate solutions to mitigate the risks should be provided. The Tenderer will prioritise the risks, starting with the most critical ones.

Work package:					
Risk Name	Description	Likelihood	Impact	Response Strategy	Period

Entry	Guidance
Risk Name	Title to identify the risk
Risk Description	High level description of the risk scenario and consequences Please use the following structure: Risk of [event]...due to [cause]...that may result in [consequence]

Risk Likelihood	A numeric value denoting the estimate of the probability that the residual risk will occur. The possible values are: 5 – very likely (> 70% prob of occurrence) 4 – likely (between 50% and 70% prob of occurrence) 3 – possible (between 20% and 50% prob of occurrence) 2 – unlikely (between 5% and 20% prob of occurrence) 1 – remote (< 5% prob of occurrence)
Risk Impact	A numeric value denoting the severity of the impact of the residual risk (should it occur). The possible values are: 5 – catastrophic (Critical impact impeding the achievement of the strategic objectives) 4 – damaging (Damaging impact impeding the achievement of the strategic objectives) 3 – significant (Significant impact affecting achievement of operational objectives) 2 – moderate (Moderate impact on the achievement of an operational objective) 1 – low (Minor impact on the global performance)
Risk Response Strategy	The available strategies to deal with the identified risks are: Avoid: risk avoidance, working around those conditions or activities which introduce the risks; Reduce: risk mitigation or reduction through the proactive implementation of risk reduction activities; Accept: acceptance of the risk; in these cases, contingency plans can also be defined in case the risk occurs; Transfer/share: transfer or share a risk with other entities e.g. through subcontracting, insurances etc.

3.3.6 Additional matters

The Tenderer may set out any additional information or other relevant matters which it thinks have not been adequately addressed in the ITT and/or merit further consideration in its response.

3.4 Terms and Conditions

The terms and conditions for this contract are at Annex 3. The Tenderer shall confirm acceptance of these Terms and Conditions by responding to the corresponding question in the ITT's online questionnaire.

Please note that as a result 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".

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

Annex 1 SPECIFICATION OF REQUIREMENTS

1 INTRODUCTION

The successful Tenderer will provide off-premises support to ECMWF by running and managing competitive procurement exercises, primarily for the BOND project.

ECMWF are looking to contract with a supplier who can run ITTs and RFPs in line with ECMWF principles and practices, whilst achieving (measurable) best value for money. It is recommended that potential Tenderers acquaint themselves with the ECMWF Financial Regulations (Articles 28-33), which are available from the ECMWF website (<https://www.ecmwf.int/en/about/suppliers>) and the 'Green Book' (the administrative instruction, and guidance on competitive tendering procedures) which will be made available to Tenderers who register an interest in this ITT.

The successful Tenderer will be responsible for running ad hoc procurements on a call-off basis during the term of the contract. The procurements will differ both in value and category, and a strategic approach is generally envisaged. Whilst it is anticipated that requirements will be known some time ahead, there may be occasions when the supplier will be required to manage procurements at short notice. As the majority of procurements under this contract will be IT related (goods, services, maintenance and infrastructure), it is important that Tenderers are able to demonstrate skill sets and knowledge in this market. Tenderers should also be aware that future requirements may include M&E (mechanical and electrical), and therefore should also be able to evidence an understanding of this sector.

Table 4 presents the anticipated number of procurement exercises planned under the BOND project, split into 3 bands, corresponding to the envisaged contract value. Please note that these are an approximation based on current thinking which may change as the project develops. **There is no guarantee of volumes.**

Banding:	Total contract value	Anticipated number of procurements
1	Up to £150,000	12
2	>£150,000 but <£500,000	14
3	>£500,000	12

Table 4: Anticipated number of procurements

Also, as part of the contract, the successful Tenderer will initially be required to undertake an overall strategic review of the planned BOND procurements in order to present a high-level plan. This would include an output that could include recommendations on elements such as timing, the combining of individual procurements where synergies exist and possible market approaches.

2 SCOPE OF SERVICE REQUIREMENTS

2.1 Outline of Required Procurement Activities

It is envisaged that the successful Tenderer will undertake all procurement related activities with little input from ECMWF in accordance with the specifications and responsibilities set out in Table 5 below. The service provided may be run under the successful Tenderers own policies and procedures, however these must be in line with the procurement principles adhered to by ECMWF, including the relevant advertising within the Official Journal of the European Union (OJEU), where appropriate; the successful Tenderer may be requested to adjust the applied policies and procedures at negotiation stage.

The successful Tenderer will take full ownership of delivering the service, from strategy and approach, to the day to day management and all other associated tasks.

Please be aware that ECMWF has contracted with an Italian legal firm to give advice relating to the whole project. The successful Tenderer may be asked to liaise with them on specific procurements.

Procurement Stage	Description of activities	Responsibility
Pre-Procurement Process	Optional stage based on the needs assessment carried out by ECMWF. Process may include: <ul style="list-style-type: none"> • advice on the procurement processes available and the most suitable route to satisfy the needs • define the appropriate procurement strategy to meet the needs • review and advise on the appropriateness of existing contracts within ECMWF to determine whether they can be better utilized, to aggregate requirements • lead initial market engagement to provide better understanding of the feasibility of the requirements and the capacity of the market to deliver • develop and maintain a risk register for the procurement project • advise on conflicts of interest 	ECMWF for needs assessment; Successful Tenderer for the process
Specification	Support the identification of requirements and the development of an appropriate specification from a compliance and procurement perspective. Note: The successful Tenderer will not be required to provide specific technical input which remains the responsibility of ECMWF, and will therefore work with ECMWF staff as appropriate.	Successful Tenderer, in consultation with ECMWF, as required
Tender Exercise	Preparation of all tender documentation required for the procurement exercise using standard processes and templates, including relevant terms and conditions, standard selection questionnaire, evaluation criteria, financial and non-financial evaluation documentation	Successful Tenderer, in consultation with ECMWF, as required
	Process may include: <ul style="list-style-type: none"> • issue of tender documentation • preparation and publication of associated OJEU procurement notices • management of the bidder clarification question process including response to all clarification questions (the successful Tenderer may consult ECMWF where appropriate) • receipt, registration and opening of tender responses 	Successful Tenderer
Post Tender - Evaluation	Process may include: <ul style="list-style-type: none"> • evaluation of tender responses • management of post tender clarification question process with bidders • facilitate and arrange bidder presentations, if required • preparation of evaluation report using the ECMWF standard templates 	Successful Tenderer
Post-Tender - Negotiation	Process may include: <ul style="list-style-type: none"> • negotiations with the recommended bidder(s) in order to fine-tune the bidder(s)' tender to match ECMWF requirements as much as possible • negotiation of terms and conditions (if applicable, and in consultation with the ECMWF Legal Officer) • preparation of final report containing the decision-making process on the selection of the bidder recommended for contract award, for approval by ECMWF • preparation of contract documentation using ECMWF standard templates, ensuring that it has been agreed and accepted by the bidder recommended for contract award 	Successful Tenderer
Post Tender - Award and Debriefing	Process may include: <ul style="list-style-type: none"> • preparation and publication of associated OJEU Contract Award Notices • debriefs for all unsuccessful bidders • if required, conduct debriefings with unsuccessful bidders and document all discussions and outputs 	Successful Tenderer

Table 5: Service specifications and responsibilities

2.2 Documentation, Templates and eProcurement Portal

In implementing the procurement related activities described above, the successful Tenderer shall use its own documents and templates (subject to agreement by ECMWF), as long as they comply with procurement principles adhered to by ECMWF. As part of its tender, the successful Tenderer shall present samples (or an outline) of such documents and templates.

Evaluation reports and final reports shall use standard ECMWF templates, which will be provided to the successful Tenderer at the start of the contract. The successful Tenderer may propose changes to improve the said reports, considering the particular needs of the BOND project.

It is envisaged that the successful Tenderer will use ECMWF's eProcurement Portal (provided by Due North) to run all tender exercises above a certain threshold, but may also propose to use their own portal (if available). Any such portal shall comply with applicable information and data security standards. As part of its tender, the Tenderer shall describe their approach towards complying with this requirement.

2.3 Milestones and Deliverables

The Deliverables resulting from the procurement related activities described above comprise the corresponding assessments, reports and documentation mentioned for each Procurement Stage in Table 5.

It is envisaged that ECMWF will be consulted at various stages/steps of the procurement process, as described in Table 5. ECMWF may also choose to attend tender meetings, evaluations, negotiations etc either as an observer or participant. The successful Tenderer shall seek ECMWF's formal approval at the following milestones:

- Prior to issuing/publishing a new tender exercise;
- Upon finalising the evaluation report;
- Upon finalising negotiations with the recommended bidder(s).

The successful Tenderer shall present all required documentation and reports, containing the relevant information and recommendations, to enable ECMWF to take an informed decision.

2.4 Service Implementation Requirements

2.4.1 Timescales and Service Level Agreement

The successful Tenderer shall ensure that for each call-off all procurement exercise timescales are estimated and agreed with ECMWF prior to its initiation. The successful Tenderer shall provide a Gantt chart, or similar, for the procurement exercise within five working days of receiving a call-off, considering any restrictions and/or requirements with regards to timescales specified by ECMWF.

As part of its tender, the Tenderer shall present a Service Level Agreement (SLA) for each procurement band specified above. The SLA shall specify the turnaround time for each procurement task and activity which falls under the responsibility of the successful Tenderer, along with any pre-requisites which would ensure the delivery of the procurement support service within the committed timeframe and to the appropriate level of quality.

2.4.2 Records and Documentation

For each procurement exercise the successful Tenderer shall keep and maintain custody of all relevant records and documentation, either (preferably) electronically or in hard copy. Such records and documentation shall provide for a full audit trail of the procurement exercise and shall be kept with due consideration to confidentiality and data protection.

On an annual basis, the successful Tenderer shall transfer the records and documentation, pertaining to the completed procurement exercises during the previous 12 months, to ECMWF for archiving purposes, including any hard-copy documents produced or obtained in the course of the respective procurement exercise.

2.4.3 Location of service delivery

It is envisaged that most work will be undertaken at the successful Tenderer's normal place of work. However, the successful Tenderer must be able to attend meetings at, and work from (where circumstances dictate), the ECMWF premises in Reading, United Kingdom, or Bologna, Italy.

Depending on the requirements of a specific procurement exercise, occasional travel within Europe (primarily Italy) may be required.

2.4.4 Timing and availability for service delivery

The procurement support will be covered by a **Framework Agreement of 36 months** which, upon successful completion, can be renewed for a further 24 months. Orders for procurement exercises will be made on a draw down basis during the term of the contract.

The start date is expected to be **early July 2018**.

The Tenderer is free to decide how they deliver the service, however a point of contact should always be available from 10:00 till 16:00 UK local time, Monday to Friday (excluding local bank holidays).

2.5 Reporting to ECMWF

The successful Tenderer shall report to ECMWF on a quarterly basis. The following reports shall be submitted to ECMWF:

- **Detailed Report on all procurement related activities.** This shall include, as a minimum, the status of current and/or planned procurement exercises, any issues identified, procurement stage information (e.g. past, current and/or planned timelines, number of responses received/evaluated, negotiations conducted), contracts awarded, savings realised, identified contractual risks, etc.
- **Management and Performance Report.** This shall include, as a minimum, an outline against the agreed KPIs (e.g. rate of successful procurement outcome, rate of achieving agreed SLA timescales etc.), identified service issues, suggestions for service improvements.

The successful Tenderer may be required to provide any additional reports and/or process-related information based on particular needs.

As part of its tender, the Tenderer shall present the draft structure of the reports described above. Availability of secure, online procurement monitoring and reporting systems will be an advantage.

Release of the quarterly reports should be followed by a management meeting of both parties, either via videoconference, or at ECMWF's Reading office. In addition to the reports, a minimum of monthly 'status' telecons with the Senior Procurer are envisaged.

3 MINIMUM QUALIFICATION REQUIREMENTS

Tenderers are free to propose whatever solution they feel best meets the scope mentioned above, taking into account the specific expertise and resourcing requirements stated below.

The successful Tenderer shall meet the following minimum requirements:

- (a) Shall undertake procurements, with a lifetime value greater than £150,000, via an e-tendering system (either the Tenderer's or ECMWF's portal).
- (b) Able to work in English to a good standard (as the working language of ECMWF), but must also be able to work in other European languages, and have a working knowledge of English and Italian markets, laws and practices relating to the purchasing of goods and services and associated contractual arrangements.
- (c) Ability to attend meetings at, and work from, Reading UK (please note that it is envisaged that most work will be undertaken at the successful Tenderer's normal place of work) or Bologna, Italy.

- (d) Shall have demonstrable expertise in the IT and M&E categories.
- (e) Shall have the capacity and coverage to handle both small and large value procurements, within both the UK and Italy, and on fluctuating demand patterns, which may be on short notice.
- (f) Shall have a robust set of policies, procedures and documentation/templates in place that align with ECMWF principles and practice. ECMWF reserves the right to request amendments to the winning Tenderers terms/documents where appropriate.
- (g) Provide ECMWF with a permanent single point of contact.

3.1 Staff profiles

The successful Tenderer shall allocate individuals who meet the following minimum requirements:

Skills and Experience

- Staff allocated to the ECMWF contract will have the appropriate skills, experience and knowledge applicable to the value and type of procurements being run.
- All staff must be able to work effectively in English, and at least one team member must be able to work effectively in Italian, and have strong knowledge of Italian procurement practices and markets (where they differ from those in the UK).

Desirable skills

- Experience in managing IT and / or scientific and research oriented procurements would be desirable.

Personal attributes

- Excellent interpersonal and communication skills to work with internal and external partners;
- Team player, pro-active attitude and ability to work autonomously;
- Confident and approachable demeanour.

Annex 2 PRICING INFORMATION

This contract consists of two financial elements: an initial review with the output of a project plan, and then individual procurements run over the life of the contract. ECMWF foresees paying a fixed fee for the review, together with a set price for each procurement exercise. Pricing will therefore be evaluated on the following 3 elements:

- The daily rates for the staff profiles detailed in Table 6 below;
- The total price for the average procurement exercise in Table 7 below;
- The price for the initial strategic review task in Table 8 below.

Please therefore provide prices in the format of the tables below. The quote shall remain valid until four months after the closing date.

Daily rates per category of staff

Daily rates shall be firm and fixed for the duration of the contract and quoted in pounds sterling (£), net of taxes and VAT. These rates should be all inclusive, taking into account any related costs and overheads such as the management of the contract, the overall preparatory work, the familiarisation, planning, running and reporting for procurement exercise, anticipated UK travel expenses, the Tenderer's profit margin, etc. **NB:** Travel, accommodation and subsistence for trips outside of the UK will be based on the successful Tenderer's standard policy and agreed on an 'as required' basis, and hence should not form part of this calculation.

	Profile 1 e.g. Junior profile	Profile 2 e.g. Senior profile	Profile 3 e.g. Management profile
Daily rate (£/day)			

Table 6: Daily rates per category of staff

Pricing Table for an average procurement exercise

The Tenderer shall provide a total maximum price for undertaking an average procurement exercise within each of the bands specified in Annex 1, Table 4. Using the daily rates proposed, the Tenderer shall give an indication of how many days per profile of staff are deemed to be necessary to complete each stage of the procurement taking into account the Tenderers internal policies and procedures, and ECMWF's principles. The Tenderer shall fill-in the table below for each band (therefore 3 in total) and provide them as part of its response.

Band X(indicate number)	Profile 1 e.g. Junior	Profile 2 e.g. Senior	Profile 3 e.g. Management	Total
Pre-Procurement Process				
Specification				
Tender Exercise				
Post Tender - Evaluation				
Post-Tender - Negotiation				
Post Tender - Award and Debriefing				
Amount per average procurement exercise (£) <i>Total number of days proposed x Daily rate</i>				
Total price per average procurement exercise				

Table 7: Pricing Table

Completed procurement exercises shall be invoiced to ECMWF on a monthly basis.

Strategic Review Task

Please insert a fixed price to undertake a strategic review of the volumes stated in Table 4.

Price for the strategic review	£
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Table 8: Price for strategic review task

FRAMEWORK CONTRACT

for

THE PROCUREMENT OF TITLE

AT ECMWF, SHINFIELD PARK, READING, UK

REF: ECMWF/ITT/YYYY/XXX

The Framework Contract consists of:

ANNEX 1: ECMWF's Terms and Conditions for procurement of Services

ANNEX 2: the Contractor's Proposal(s) and

ANNEX 3: ECMWF/ITT/[yyyy/xxx] for the procurement of [title].

In the event of any conflict between these Annexes the order of precedence shall be:

- 1) ANNEX 1: ECMWF's Terms and Conditions for procurement of Services
- 2) ANNEX 3: ECMWF/ITT/[yyyy/xxx] for the procurement of [title].
- 3) ANNEX 2: The Contractor's Proposal(s).

Under this Contract made and entered into on [date]

by and between

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,

and

[Contractor, Contractor's address], registered in [State; City; Institution] no. [registration number]
(the Contractor),

ECMWF agrees to acquire and the Contractor agrees to supply the services described in this Contract on the terms and conditions provided herein and for the price(s) set out in the Contractor's Proposal(s).

Unless terminated in advance or extended by way of an agreed variation, this contract shall expire and cease to have effect on [date].

IN WITNESS WHEREOF this Contract has been duly executed as of the date set forth above.

Signed for and on behalf of ECMWF

Signed for and on behalf of the Contractor

By [name]

By (name): _____

Its [position]

Its (position): _____

Addresses for contract notices:

For ECMWF:

Director of XXXXX

ECMWF, Shinfield Park, READING,
RG2 9AX, United Kingdom

For the Contractor:

ANNEX 1: TERMS AND CONDITIONS OF CONTRACT – SERVICES

1 INTRODUCTION AND DEFINITIONS

- 1.1 These Terms and Conditions (“T&C”) shall apply to the procurement of any intangible beneficial function (e.g. advice, consultancy or some form of specialist activity) which is not ancillary to the supply of goods. These T&C shall also apply to any tangible items (e.g. documents, datasets and other materials) which are provided by the supplier or its agents, contractors or employees, as part of or in association with the function (“Deliverables”). In these T&C, the function and the Deliverables shall be referred to collectively as the “Services”.
- 1.2 ECMWF and the person or entity whose offer is accepted by ECMWF (“Contractor”) are “Parties” to these T&C. No third party is entitled to claim any rights under these T&C.
- 1.3 No variation of these T&C shall be valid unless it is confirmed in writing by authorised signatories of both Parties.

2 SUPPLY OF SERVICES

- 2.1 The Contractor shall from the date set in the Request or any other date agreed upon by the Parties in writing (“Commencement Date”) and for the duration of the Contract provide the Services to ECMWF in accordance with the terms of the Contract.
- 2.2 The Contractor shall meet any performance dates requested by ECMWF.
- 2.3 In providing the Services, the Contractor shall
 - co-operate with ECMWF and comply with all instructions of ECMWF;
 - perform the Services with care, skill, diligence in accordance with best practice in Contractor’s industry, profession or trade;
 - ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Request, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Contractor by ECMWF;
 - acquire for itself and at its own expense, all equipment, tools, vehicles and such other items as are required to provide the Services;
 - use high quality goods, materials, standards and techniques, and ensure that the Deliverables will be free from defects in workmanship, installation and design;
 - obtain and at all times maintain all necessary licences and consents, and comply with all laws applicable to the Contractor;
 - if applicable, comply with all relevant rules and regulations in force at ECMWF premises;
 - hold all materials and data supplied by ECMWF to the Contractor in safe custody at its own risk and return them in good condition, unless agreed otherwise by ECMWF.
- 2.4 ECMWF shall
 - if necessary, provide the Contractor with reasonable access at reasonable times to ECMWF’s premises for the purpose of providing the Services;
 - provide such information to the Contractor as the Contractor may reasonably request and ECMWF considers reasonably necessary for the purpose of providing the Services.

3 PRICE, CURRENCY, AND VAT

- 3.1 Unless otherwise agreed the total price payable by ECMWF shall remain fixed for the duration of the Contract, not be subject to any adjustment on the basis of the Contractor’s cost experience in performing the contract, and must contain all charges, disbursements, ancillary costs and fees e.g. for accompanying licences.

- 3.2 The currency of the Request shall be in pounds sterling (£). The Contractor's prices shall be quoted in pounds sterling. The Contractor's invoices shall be submitted in pounds sterling. Payments by ECMWF to the Contractor shall be made in pounds sterling.
- 3.3 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. 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.
- 3.4 ECMWF will not pay any other taxes or duties relating to the Contract or the Services.

4 INVOICING AND PAYMENT

Save where different payment terms are specified in the Request, ECMWF shall pay all invoices within 30 days of receipt provided the Contractor has complied with its obligations under the Contract, particularly with Article 2 of these T&C, and the invoice is correct, stating the applicable Services, the price, the Contractor's VAT number, any Order number and has been issued to Finance Section at ECMWF, Shinfield Park, Reading, RG2 9AX, United Kingdom, and sent thereto or to finance@ecmwf.int. The Contractor shall supply ECMWF with all necessary information as advised by ECMWF regarding the Services, in good time before the performance, to enable ECMWF to avail itself of its exemption from customs duties and taxes.

5 KEY PERSONNEL AND PERSONNEL

- 5.1 If ECMWF chooses to define key personnel in the Request, such personnel shall not be released or replaced by the Contractor without prior written consent by ECMWF. ECMWF's consent shall not be withheld unreasonably. Replacements shall be of at least equal status or of equivalent experience and skills to the key personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 5.2 Any personnel, including key personnel, shall be exchanged at ECMWF's request subject to four weeks written notice, unless extraordinary circumstances require a shorter notice period. In that case, ECMWF has to provide the Contractor with a written statement of grounds.
- 5.3 Personnel other than key personnel, may be exchanged at the Contractor's discretion subject to four weeks written notice, unless extraordinary circumstances require a shorter notice period. In that case, the Contractor has to provide ECMWF with a written statement of grounds.

6 FRAMEWORK AND MULTIPLE ORDERS

- 6.1 Meeting ECMWF's Requests over the Term may require more than one order. The award of an order based upon one such Request does in no way limit ECMWF's right to invite other bidders on the Framework Contract to accept or bid for future orders under the same or a similar Request.
- 6.2 In such cases, the Contractor agrees that ECMWF may order additional Services at any time during the Term under these T&Cs and at the Price(s) provided in the quotation as a result of ECMWF's Request.
- 6.3 ECMWF has no obligation to place orders under this Framework Contract.

7 WARRANTY REMEDIES; TERMINATION

- 7.1 If the Services are not performed in accordance with Clause 2.3 and the Contractor fails to correct any breach in due time, ECMWF shall be entitled to avail itself of any one or more of the following remedies at its discretion: (a) to rescind or suspend the Contract with immediate effect; (b) to refuse to accept

any further Service performance and to source alternatives without any liability to ECMWF; (c) to carry out at the Contractor's expense any work necessary to make the Services comply with the Contract; and (d) to claim such damages as may have been sustained in consequence of the Contractor's breach of Contract; and (e) to reclaim any advance payments ECMWF may have made; and (f) to offset any such claims for damages or refunds against any outstanding portion of the price.

- 7.2 ECMWF may resort to any one or more of the remedies stipulated in Clause 7.1, *mutatis mutandis* and with immediate effect upon written notification, if it comes to the conclusion:
- That the Contractor has committed errors, irregularities, fraud or breaches of other obligations under the Contract; or
 - That the Contractor is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt, or enters into liquidation whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction) or makes an arrangement with its creditors or the Contractor is placed into administration or has an administrator, receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts; or is acquired by or merged with any third party.
- 7.3 It is left to the Contractor to provide evidence to rebut ECMWF's conclusions. ECMWF may take timely rebuttals into account, reconsider the remedies, or enter into negotiations with the Contractor.
- 7.4 ECMWF reserves the right to terminate any Contract at thirty (30) days' notice, without limiting its other rights and remedies. The Contractor has the right to terminate any Contract at sixty (60) days' notice without limiting its other rights and remedies.

8 FORCE MAJEURE

Neither party shall be liable to the other party for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control ("Force Majeure") provided the affected party notifies the other party as soon as reasonably practicable. If any Force Majeure event continues for at least 90 days, either party shall be entitled to terminate the Contract with immediate effect by notice in writing to the other party.

9 CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, the Contractor shall immediately deliver to ECMWF all Deliverables whether or not then complete, and return all material and data supplied by ECMWF. Upon inspection of the Deliverables, ECMWF may choose to keep and pay for incomplete Deliverables proportionately or otherwise return them to the Contractor and not make any payment for incomplete Deliverables.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 ECMWF shall own the Deliverables and all intellectual property rights in the Deliverables.
- 10.2 Clause 10.1 does not apply to the Contractor's pre-existing intellectual property rights or rights that the Contractor may have developed or acquired independently of the performance of his obligations under these T&C. In such cases, the Contractor grants ECMWF a free, non-exclusive, irrevocable, worldwide, transferable, sub-licensable and time unlimited licence to use all such intellectual property rights as are necessary for the use of the Services and in particular the Deliverables, including for their maintenance, modification, and replacement by or on behalf of ECMWF. The Contractor warrants to be entitled to grant such a licence.
- 10.3 Ownership of the Deliverables shall be fully and irrevocably acquired by ECMWF under the Contract from the moment they are accepted by ECMWF as being in compliance with the Contractor's obligations under the Contract, particularly with Article 2 of these T&C. ECMWF shall notify the Contractor in due

time if it does not accept the Deliverables. If so, it shall notify the Contractor and, if necessary, return the Deliverables immediately.

11 INDEMNITY

The Supplier shall keep ECMWF indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by ECMWF or any of its Member States as a result or in connection with any claim, including but not limited to claims for actual or alleged infringement of a third party's intellectual property rights, brought against ECMWF arising out of, or in connection with ECMWF's receipt or use of the Services to the extent that the claim is attributable to the acts or omissions of the Contractor, its employees, agents, or subcontractors. This Clause 11 shall survive termination of the Contract.

12 PUBLICITY & CONFIDENTIALITY

- 12.1 The Contractor may not use ECMWF's name for advertisement, reference or publicity purposes without ECMWF's prior written consent.
- 12.2 If either party learns of confidential or proprietary information of the other party, it may not disclose such information without prior written consent of the other party. This obligation will survive the expiry or termination of the Contract for a period of five (5) years or until such earlier time as the confidential information concerned reaches the public domain other than through the receiving party's own default.
- 12.3 Either Party shall keep all of the other Party's confidential technical or commercial know-how, specifications, inventions, processes, or trade secrets ("Confidential Information") in strict confidence, unless otherwise is required by law or any regulatory authority. This obligation applies to the Parties' affiliates or Member States, their employees, agents, or sub-contractors. Each Party shall only disclose such Confidential Information to those affiliates' or Member States' employees, agents, or sub-contractors who need to know it for the purpose of discharging the disclosing Party's obligations under the Contract. Each Party must assure that all such recipients of Confidential Information comply with the obligations set out in this Clause. This Clause 12.3 shall survive the termination of the Contract.

13 INSURANCE

The Contractor shall carry public liability and professional indemnity insurance (or equivalent cover or contingency arrangements) for at least £2 million for all liabilities that may arise out of the Contractor's performance or non-performance of its obligations under the Contract. Upon request, the Contractor shall provide evidence of such insurances or such other cover or contingency arrangements as the Contractor maintains, to the satisfaction of ECMWF.

14 PERSONAL DATA

- 14.1 Where the work under the Contract requires the processing of personal data by a Contractor, the personal data shall be processed by the Contractor in accordance with the national data protection legislation (or other equivalent law or regulation) to which the Contractor is subject or, if the Contractor will process personal data outside the European Economic Area, it shall be processed by the Contractor in a manner which adequately satisfies European Union personal data protection concerns. The Contractor shall designate a responsible member of staff as its data controller and enable ECMWF to publish the contact details of its data controller for use by ECMWF and the subjects of the personal data which it processes.
- 14.2 Subjects of personal data shall have the right of access to their personal data and the right to rectify any such data. Should they have any queries concerning the processing of their personal data, they shall address them to the relevant data controller.

- 14.3 Subjects of personal data processed by Contractors shall have the right of recourse at any time to the authority designated under relevant national legislation (or equivalent law or regulation) to receive complaints on personal data protection.

15 RECOVERY

ECMWF reserves a right to recover from the Contractor any amounts that have been paid to the Contractor but which are not due. When ECMWF identifies such amounts and notifies the Contractor of its intention to recover such amounts, they shall be treated by both parties as debts and shall be payable by the Contractor immediately. If applicable, ECMWF may choose to set off such amounts in full against any outstanding claim the Contractor may have against ECMWF.

16 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 The parties shall attempt to settle any dispute between them in an amicable manner and, if unsuccessful, first refer the dispute to proceedings under the International Chamber of Commerce's (ICC) Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a request for mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the ICC Rules of Arbitration by one (1) arbitrator appointed in accordance with the said Rules of Arbitration. The Place of Mediation and Arbitration shall be London, England. The proceedings shall be in the English language.
- 16.2 Recourse to regular courts of law, also in cases of injunctive relief, is excluded.
- 16.3 It is the intention of the Parties that these T&C shall comprehensively govern the legal relations between the Parties, without interference or contradiction by any unspecified law. Without prejudice to ECMWF's status as an Intergovernmental Organization, reference shall be made to the substantive Laws of England and Wales where:
- A matter is not specifically covered by these T&C; or
 - A provision of these T&C is ambiguous or unclear.

17 MISCELLANEOUS

- 17.1 The Contractor may not sub-contract or assign any of its obligations under the Contract except with ECMWF's express written permission and upon the basis of specific terms, provided by ECMWF, to apply as between the Contractor and its sub-contractor or assignee.
- 17.2 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 17.3 In the event of any inconsistency between any terms of these T&C, or a contract incorporating the former, and any translation thereof into another language, the English language meaning shall prevail.
- 17.4 If any provisions of these T&C are or subsequently become invalid for any reason, the remaining provisions shall remain in full force and effect.