

ECMWF Copernicus Procurement

Invitation to Tender



COPERNICUS PROJECT

VOLUME I: Instructions for respondents and Conditions of tender

ITT Ref: C3S_23b
ISSUED BY: ECMWF Administration Department Procurement Section
Date: 10 May 2017
Version: Final



Funded by the European Union

Implemented by



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1. Introduction to the ECMWF & European Copernicus Programme

The European Centre for Medium-Range Weather Forecasts (ECMWF) is an independent intergovernmental organisation supported by 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 supercomputer facility (and associated data archive) at ECMWF is one of the largest of its type in Europe and Member States can use 25% of its capacity for their own purposes.

The organisation was established in 1975 and now employs around 270 staff from more than 30 countries. A description of ECMWF's activities and infrastructure can be found at:

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

The European Copernicus programme, previously known as Global Monitoring for Environment and Security (GMES), is an EU-wide flagship programme that aims to support policymakers, businesses and citizens with enhanced environmental information. The programme reached operational status in 2014. Over the next six years, a total budget of 3.8 B€ will be available to operate Copernicus, funding two main aspects: the space component (in particular the dedicated “Sentinel” satellite missions) and the services. Copernicus also relies on a strong *in situ* and ground-based remote-sensing observation component, contributed to directly by European Member States as well as by international research networks. Copernicus benefits from satellite, *in situ* and ground-based remote-sensing observations provided by the wider international community, and it contributes to and benefits from the building up of the Global Earth Observation System of Systems (GEOSS) and the Global Framework for Climate Services (GFCSS).

Copernicus services provide information drawn from observational data sources and modelling capacities. They address six areas: three are thematic and refer to different components of the Earth-System (land, marine and atmosphere); the three others being “horizontal” or “cross-cutting” in scope (emergency management, security and climate change). The development of the services has relied on funding from the European R&D Framework Programmes 6 and 7, and Horizon 2020, as well as initially from the European Space Agency (GMES Service Element projects). Until 2014 the services were provided by consortia, research or commercial, contracted to the EC. Most services are already operational. The security and climate change services, for which specific development activities have started later are currently still in the build-up phase, while a number of their anticipated components are already being developed in preoperational mode and supported by European R&D funding.

2. Definitions

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

“ECMWF”	means European Centre for Medium-Range Weather Forecasts
“CAMS”	means Copernicus Atmosphere Monitoring Service
“Centre”	means ECMWF

“Copernicus”	(previously known as Global Monitoring for Environment and Security), means the European Commission project for which Services under this ITT will be procured
“C3S”	means Copernicus Climate Change Service
“eProcurement Portal”	means the web based portal to be used by Tenderers to submit their responses to this ITT
“ITT”	means this invitation to tender, comprising an online portal containing a set of ITT questions and associated documentation
“Services”	means any of the services that are being procured by the ECMWF in this ITT
“Successful Tenderer”	means a respondent to this ITT who is successfully chosen as a supplier and subsequently performs the Services
“Tender”	means a response to this ITT
“Tenderer”	means a respondent to this ITT

3. Structure of this ITT

The ITT is structured in several parts, described below, all of which form the ITT. All documents that Tenderers will need are held on the eProcurement Portal.

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

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

3.2 Volume IA - Timetable for the ITT

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

3.3 Online ITT Questionnaire - ProContract eProcurement Portal

Questions for all Tenderers to respond to which are posted on the eProcurement Portal used by the ECMWF located at: <https://procurement.ecmwf.int>

The eProcurement Portal is also the location for ITT documentation.

Please refer to Section 4 of this document for further information about the eProcurement Portal.

3.4 The Contract Notice

The contract notice published in the Official Journal of the European Union describing the ITT and containing important information related to the ITT.

3.5 Volume II Specification

This contains detailed technical specifications and requirements for each ITT.

3.6 Volume III Templates for Suppliers to Complete

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

- Volume III A – Scope of Requirements and Questionnaire
- Volume III B – Pricing Table

3.7 Volume IV Forms to Complete

- Financial Identification form
- Legal Identification form

3.8 Checklist of documents to be completed by Supplier

The documents listed under paragraphs 3.6 and 3.7 are contained within the eProcurement Portal.

4 Submissions

Tenders must be submitted using ECMWF's eProcurement Portal (ProContract) 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.

4.1 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 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. 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 in order to obtain access to the ITT documents and any subsequent clarifications.

4.2 Online questionnaire

The questionnaire asks for details about your organisation and your Tender. It must be answered online. You can download it to look at the questions but you cannot complete the questionnaire offline and upload it back to the portal. It does not have to be answered completely in one session. You can start to answer it, then save it and complete it later.

The portal will remember your responses to questions in the questionnaire so that if you respond to more than one ITT, and any questions are the same, you will not have to respond to those questions again (though you are able to change your answer).

Having completed the questionnaire online you can either save it for later submission or submit it straight away. Until the closing date you can change answers to the questionnaire and submit a new version. ECMWF is able to see only the version of the answers that is current at the closing date.

5 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") shall be submitted via the eProcurement Portal and must be received by ECMWF more than 15 days before the closing date. ECMWF will endeavour to respond to requests for clarification within 5 working days of receiving them. ECMWF will respond via the portal and will send the question and answer to all suppliers who have expressed an interest in the relevant ITT unless the question is specific to a supplier's proprietary solution. The identity of the questioner will not be revealed.

6 Terms and Conditions of Contract

Tenderers are invited to submit their terms and conditions of contract for consideration by ECMWF. Tenderers should provide the Terms and Conditions they propose as an attachment under the relevant question of the online questionnaire in the eprocurement portal. Terms and conditions must be provided for each supplier ECMWF will be expected to contract with under your proposal.

ECMWF reserves the right to negotiate the terms and conditions for any contract. The proposal which you submit, clarified if necessary, will be part of the contract.

6.1 Status of the ECMWF

The ECMWF is an international intergovernmental organisation established by Convention which came into force on 1 November 1975 and which was amended on 6 June 2010.

In accordance with Article 16 of the Convention, ECMWF has certain privileges and immunities which are set out in its Protocol on Privileges and Immunities. The Protocol grants ECMWF two important immunities: its property and income is exempt from all direct taxes; and it is immune from jurisdiction and execution. This aligns with principles of international law that no State is meant to be enriched (i.e. to receive taxes) at the expense of other ECMWF Member States who fund the Centre and that no State's laws should take precedence over the laws of other ECMWF Member States.

With respect to 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.

In this regard, any contract resulting from this ITT **must** contain the following arbitration clause which is offered by ECMWF to all contracting parties:

"This Agreement [OR Contract OR Licence] is governed by and shall be construed in accordance with the law of England. The parties shall attempt to settle any dispute between them in an amicable manner. If the dispute cannot be so settled, it shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in

accordance with the said rules; sitting in London, England. The proceedings shall be in the English language and for the avoidance of doubt this arbitration agreement shall also be governed by the law of England. In accordance with Sections 45 and 69 of the Arbitration Act 1996, the right of appeal by either party to the English courts on a question of law arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings is hereby agreed to be excluded.”

Further information may be found at <http://www.ecmwf.int/en/about/suppliers> in document “ECMWF’s status: Arbitration and VAT”.

7 Terms and Conditions of Tender

7.1 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.

7.2 Evaluation

ECMWF will evaluate the Tender based on the Tenderer's responses to ECMWF’s requirements (Volume II, Volume III A and Volume III B of this ITT) and the questions in the eProcurement Portal as well as Tenderer’s compliance with paragraphs 3, 4, 5, 6 and 7 of this Volume I. ECMWF will inform each Tenderer of the result of its Tender in writing.

7.3 Early Detection and Exclusion System (EDES) Database

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

- the early detection of an economic operator representing risks threatening the Union's financial interests;
- the exclusion of an economic operator from receiving Union's funds (Article 106(1) of the Financial Regulation);
- the imposition of a financial penalty on an economic operator (Article 106(13) of the Financial Regulation);
- the publication, in the most severe cases, on the Commission's internet site of information related to the exclusion and where applicable the financial penalty, in order to reinforce their deterrent effect (Articles 106(16) and 106(17) of the Financial Regulation).

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

The grounds for exclusion are listed under article 106(1) of the EU Financial Regulation. They include:

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

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

7.4 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.

7.5 Validity

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

7.6 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.

7.7 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.

7.8 Language for responses

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

7.9 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 agreed Terms and Conditions contained and any other agreed terms.

7.10 Right to negotiate

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

7.11 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.

7.12 Confidentiality

ECMWF reserves the right to retain all documents submitted by Tenderers in response to the ITT. Any information in such documents that is proprietary and confidential to the Tenderer will be handled confidentially by ECMWF provided it is clearly and specifically identified as such. Such obligation shall not apply if such information is or was obtained from other sources that do not bind ECMWF as to confidentiality or if the information is in the public domain. ECMWF may make Tenderers' proposals available for evaluation purposes to authorised people including its governing

body, committees, and professional advisers in addition to ECMWF's own personnel under the same conditions of confidentiality.