

# Introduction

The European Stability Mechanism ("ESM") is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law. Its purpose is to ensure the financial stability of the euro area as a whole, and of its Member States experiencing severe financing problems, by providing financial assistance through a number of instruments.

More background information about the ESM may be found on the website: www.esm.europa.eu.

Neither Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014, nor Regulation (EU, Euratom) No. 966/2012 of the European Parliament and of the Council (as amended) apply to the ESM. The ESM procures supplies, services, and works on its own behalf and for its own account pursuant to the ESM Procurement Policy published on the ESM website. Please visit the ESM website for further information.

This Pre-Qualification Document ("PQD") sets out the eligibility and selection criteria, as part of a prequalification stage ("Stage 1"), of the two-stage procurement procedures of the ESM (i.e. Restricted Procedures and Negotiated Procedures), in order to assess the suitability of a Candidate to participate further in this procurement procedure. Candidates that are successful at Stage 1 (Pre-qualified Candidates) and, if applicable, chosen by the ESM among the eligible and suitable Candidates, will be invited to participate in the subsequent Request for Proposal stage of the procurement procedure ("Stage 2").

For the purposes of this PQD, economic operators who wish to apply to this procurement procedure are referred to as "Candidate" or "Candidates" and their response is referred to as an "Application" or "Applications".

Unless otherwise defined in this PQD, all capitalised terms used in this PQD have the meanings ascribed to them in the ESM Procurement Policy.

# Contents of this PQD

The PQD consists of the following documents:

No.	Document Title	Comment
1.	Pre-Qualification Document – Core Document	This document
2.	Annex 1 – Description of the Procurement Requirement	Included as an Annex to this PQD
3.	Annex 2 – Eligibility & Selection Criteria including declarations, forms, questions and other response elements to be addressed	Included as an Annex to this PQD

## **Overview of the Procurement Requirement**

The ESM intends to conclude a contract ("Contract") with a single service provider ("Service Provider") to supply, install and deploy a business intelligence tool.

The contract will be awarded for a four (4) year term with a possibility of an extension for additional (4) four years at the ESM's sole discretion.

Further information can be found in Annex 1 to this PQD.

## **Type of Procurement Procedure**

This procurement procedure is carried out by the ESM under the Negotiated Procedure in accordance with Article 9.1 (1) and (2) of the ESM Procurement Policy and is referred to in this PQD as a procurement procedure or a procurement process.

#### **Procurement Process Steps and Timelines**

The ESM plans to carry out the procurement process in accordance with the steps defined in the following table. The ESM reserves, at its sole discretion, the right to vary the steps and timelines.

No.	Procurement Process Steps	Timeline
1.	Contract notice and PQD publication date	07/06/18
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	18/06/18 at 11:00 hrs local Luxembourg time
3.	Response to the clarifications/questions on the contract notice and the PQD	Regularly
4.	Deadline for submission of Applications (the "Applications Deadline")	28/06/18 at 11:00 hrs local Luxembourg time
5.	Estimated date of notification of the ESM's decision on pre-qualification to unsuccessful candidates & issue of RFP to pre-qualified candidates	Mid-July

All times shown are local Luxembourg Time i.e. Central European Time (CET).

# The ESM "Sole Contact" Details

Procurement European Stability Mechanism 6a, Circuit de la Foire Internationale L-1347 Luxembourg Email: procurement@esm.europa.eu Attention: Marion Courbis

Unless notified otherwise, the person indicated above shall be the Candidates' single point of communication with the ESM for the duration of this procurement process.

The ESM shall not be bound by and the Candidates agree not to rely upon any written or verbal statements or representations of any other persons, whether employed by the ESM or not.

# **Clarification Matters**

The process for clarifications pertaining to the contract notice and this PQD shall be as follows:

- a) Queries can be raised to the Sole Contact as identified in this PQD.
- b) Queries can be raised on any matter in this PQD. However, the ESM reserves the right not to answer any particular query.
- c) The ESM will endeavour to respond to all queries on an anonymous basis and issue responses in a timely and professional manner. The ESM reserves the right not to answer any queries received after the deadline for submission of the queries.
- d) Subject to point e) below, responses to the queries will be uploaded on the ESM website if they are of relevance to all of Candidates.
- e) If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide response to that Candidate only.

# Application Structure and Response Instructions

When preparing Applications, Candidates should observe the following:

- All documents must be submitted in English.
- Note limitations on any page/word limits specified. Any response exceeding the specified limits may be disregarded beyond that limit.
- Answers should be as concise as possible, complete and comprehensive.
- The ESM does not wish to receive any marketing or other promotional materials.
- Responses to the eligibility and/or selection criteria will be evaluated independently and crossreferences between response elements are not permitted.
- Any deviations from the specified requirements of this PQD that cannot be satisfied by the Candidate, should be clearly identified in the Application.

Application Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form	Candidates are requested to provide a cover certification form dated and duly signed by an authorised representative on the Candidate's company letterhead (no. 3.1 of Annex 2).	Fully scanned copy with signature in PDF
2 Declarations 1.2 of Approx 2)		Fully scanned copy with signature in PDF	
3.	General Response	Candidates are requested to respond to the items/questions posed in Annex 2 to this PQD, Section 2. Selection Criteria.	PDF
4.	Attachments	Candidates are requested to include any attachments, as applicable.	PDF

# **Coordinates and Guidelines for Submission of Applications**

Applications must be submitted no later than by the Applications Deadline, specified at point #4 of the Procurement Process Steps and Timelines table, and must be submitted **via email** to:

Email: procurement@esm.europa.eu PQ Ref. No.: IT/03/BI/MC/2018 Attention: Marion Courbis

Only Applications received through these means will be accepted.

All digital copies of Applications shall be submitted in compliance with the following guidelines:

- a) One file per section as described above in the "Application Structure" table.
- b) Any supporting or additional files must be clearly named.
- c) All files should be named clearly with a sequential number and a relevant file name, e.g.
  - "Annex 2 1.1 Declaration on the exclusion criteria, economic, financial and operational capacity and the absence of conflict of interest"
  - "Annex 2 1.2 Non-Collusion Declaration"
  - "Annex 2 3.1 Cover Certification Form"
- d) All files must be provided in a standard non-editable format, such as PDF.

#### **Eligibility and Selection Criteria**

In order to be eligible to participate in this procurement process, Candidates must be either natural persons or legal persons and state that they are not in one of the exclusion situations listed in the declarations nos. 1.1 and 1.2 included in Annex 2.

If such circumstances arise in the course of the procurement process, the Candidate concerned must inform the ESM thereof without undue delay. Candidates may submit evidence to demonstrate their eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

Candidates must comply with all eligibility criteria to be assessed further.

ELIGIBILITY CRITERIA – elements of the evaluation	
Duly executed declarations as requested in Annex 2 nos. 1.1 and	Pass / Fail
1.2	

In order to assess a Candidate's capacity to perform the contract the ESM will apply the following selection criteria (full information can be found in **Annex 2. 2. Selection Criteria**):

Pass / Fail
Pass / Fail

Candidates must achieve a rating of "Pass" for all the "Pass / Fail" criteria to be considered as Prequalified Candidates.

## Terms and Conditions of this PQD

#### **Rights of the ESM**

By submitting an Application, the Candidates confirm that they have taken note and accepted all terms and conditions of this PQD.

The ESM reserves the right, at its sole discretion and in exceptional circumstances, to accept the Applications received after the closing deadline.

After the ESM opens the Applications, it may request Candidates to submit, supplement, clarify or complete information or documentation which is or appears to be missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right to reject any further consideration for such Applications.

The ESM reserves the right to request that Candidates provide documentary evidence in support of the statements made in their Applications.

Any effort by the Candidate to influence the ESM in the process of examination, evaluation and comparison of Applications, or in the decision regarding the pre-qualification process may result in the rejection of the Application.

The ESM may decide, at its sole discretion, while complying with the general principles set forth in the ESM Procurement Policy, to cancel this procurement process in whole or in part at any time before the contract awarded as a result of this procurement process is signed. The cancellation does not give rise to any form of compensation for Candidates.

The ESM will ensure that the information provided by Candidates is treated and stored in accordance with the principles of confidentiality and integrity.

The ESM reserves the right to disclose the contents of Applications to its third party advisors (if applicable) who are bound by the same confidentiality and integrity obligations as the ESM.

If the ESM discovers, before the expiry of the deadline for submissions of Applications, a lack of precision, an omission or any other type of error in this PQD, it will rectify the error and inform all Candidates in writing.

#### **Cost of Participating in the Procurement Process**

All costs relating to the participation in this procurement process, including in particular, any costs in relation to the preparation of Applications and of any other documents requested by the ESM and any subsequent follow-up shall be borne exclusively by the Candidate.

#### Trade Name, Logo and Marks

The ESM logo, covers, page headers, custom graphics, icons, other design elements and words or symbols used to identify the description of the procurement requirement are either trademarks, trade names or service marks of the ESM and its licensors, or are the property of their respective owners. These marks may not be copied, imitated or used, in whole or in part, without the explicit prior written consent of the ESM.

# Confidentiality

All documents and information provided by the ESM in connection with this procurement procedure constitute Confidential Information within the meaning of this section.

If the Candidate considers that any part of its Application or other documents/information submitted to the ESM include Confidential Information within the meaning of this section it must clearly mark such parts of its Application or other documents/information as 'confidential'.

Candidates are advised that their participation in this procurement process constitutes Confidential Information except for the involvement of a third party in the supply of the services offered the Candidate and the announcement by the ESM of the successful Candidate on the ESM website in accordance with Article 9.17 (3) of the Procurement Policy.

Except if required in a judicial or administrative proceeding, or if it is otherwise required to be disclosed by any law or regulation, or where information is already in the public domain, the ESM or the Candidate will (a) not disclose the Confidential Information, (b) take all reasonable measures to preserve the confidentiality and avoid disclosure, dissemination or unauthorised use of Confidential Information, and (c) not use such Confidential Information for any purpose other than as is necessary in connection with this procurement procedure. Confidential Information does not include information which (a) was known to the ESM or the Candidate prior to receiving the information from the Candidate or the ESM; (b) becomes rightfully known to the ESM or the Candidate from a third-party source not known to the ESM or the Candidate (after diligent inquiry) to be under an obligation to the Candidate or the ESM to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the ESM or the Candidate; or (d) has been developed independently by the ESM or the Candidate or authorised to be disclosed by the Candidate or the ESM. Confidential Information may only be shared with third parties (e.g. contractors) that have a need to know the Confidential Information in relation to this procurement process and provided that such third parties comply with the confidentiality obligations provided in this section.

In addition, if the Candidate has signed an ESM confidentiality undertaking the Candidate agrees to comply with all obligations set forth in such confidentiality undertaking. If there is a conflict between such confidentiality undertaking and this procurement procedure, the confidentiality undertaking will prevail.

# **Reliance on Third Parties**

If the Candidate intends to involve a third party in the supply of the services offered to the ESM the Candidate has to ensure that any such third party is bound by the requirements set forth in this PQD.

If a Candidate submits its Application as part of a consortium with a third party/third parties, such Candidate must provide as part of its Proposal:

- a. a clear description of the proposed consortium, its organisational hierarchy and structure, the names of all consortium members and the roles, activities and responsibilities of the consortium leader and each consortium member;
- a document authorising the consortium leader to act on behalf of the consortium member(s) (e.g. power of attorney);
- c. a written undertaking from the consortium member(s) confirming that it/they will place, at the consortium leader's disposal, the resources necessary for the performance of the

Contract. The written undertaking must be signed by an authorised representative of each such consortium member; and

d. information on whether the consortium will form a legal entity and if yes, details of the actual or proposed percentage shareholding within such legal entity and other official documents confirming existence of such legal entity. If not, full details of the proposed consortium arrangement including submission of an executed consortium agreement.

For the avoidance of doubt, if a Candidate submits its Application as part of a consortium it cannot submit another Proposal in its own name.

If a Contract is awarded to a consortium, all consortium members will be jointly and severally liable towards the ESM for all obligations arising of or resulting from the Contract.

If a Candidate considers any changes in the consortium structure it must immediately notify the ESM in writing. The composition of a consortium (including the roles, activities and responsibilities of the consortium leader and each consortium member) cannot be modified or members of the consortium cannot be exchanged, whether during the course of this procurement process or during the term of the Contract, without the prior written consent of the ESM.

If a Candidate intends to subcontract some of the services offered to the ESM to a third party, the Candidate must provide as part of its Application:

- a. a clear description of the proposed subcontracting arrangement, in particular which tasks the Candidate intends to subcontract and their volume or proportion, the name(s) of the proposed subcontractor(s) and its/their roles, activities and responsibilities; and
- b. a document signed by a subcontractor stating its intention to collaborate with the Candidate should the Candidate be awarded a Contract.

If a Candidate subcontracts some of the services under the Contract to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Contract as a whole. The ESM will have no direct legal commitments with the subcontractor(s).

Where the information provided to the ESM indicates that subcontractor(s) is/are to play a significant role in delivering the services offered to the ESM, any changes to the proposed subcontractors must be notified immediately to the ESM. Candidates cannot exchange or replace the subcontractors or modify the nature of the subcontracting arrangement (including the subcontracted tasks, their volume or proportion), whether during the course of this procurement procedure or during the term of the Contract, without the prior written consent of the ESM.

Moreover, any additional subcontractor(s) which was/were not assessed by the ESM during this procurement procedure may only be appointed if the ESM's has given its prior written consent.

#### Annex 1 Description of the Procurement Requirement

#### Terms of Reference for the supply and deployment of a Business Intelligence tool

#### **1.** Background and objective

The European Stability Mechanism ("**ESM**") is a permanent crisis resolution mechanism established in 2012 by the euro area Member States as an intergovernmental organisation under public international law, with its seat and principal office at 6a, Circuit de la Foire Internationale, L-1347 Luxembourg. Its purpose is to ensure the financial stability of the euro area as a whole and of its Member States experiencing severe financing problems by providing financial assistance through a number of instruments.

In June 2017, the ESM published its first evaluation report on past financial assistance programmes. To enhance programme transparency and evaluability, it was agreed that the ESM will setup and maintain a public database with macroeconomic and financial indicators including projections, programme conditionality clauses and their reviews, and relevant lending data. The ESM therefore requires a business intelligence ("**BI**") tool (software) that will provide filtering, aggregation and visualisation of the information stored in the database on the ESM website.

The ESM may also use the BI tool for other purposes than reporting on economic data, for instance for Human Resources, Investment or Risk reporting which would not necessarily be published on the ESM website, but in those cases the reports would be shared within the specific division or across the institution.

Consequently, the ESM wants to enter into a contract ("**Contract**") with a single service provider ("**Service Provider**") to supply, install and deploy a BI tool.

The proposed BI tool must be commercially available, off-the-shelf product, which can be deployed on the existing ESM's ICT infrastructure. From a technology perspective the ESM has an ICT infrastructure built around standard personal computers using Windows 7, 10 or Windows Server 2012 (additional requirements related to ESM's ICT infrastructure are specified under mandatory requirements listed below). The BI tool must be easy to use even for non-technical experts. In addition, the BI tool must be, at all times, in accordance with the current state of technology and must be updated, upgraded, enhanced and supplemented as required to ensure that it conforms at all times to best industry practices and can run on the updated, upgraded, enhanced and supplemented as supplemented versions of the ESM's ICT infrastructure.

The ESM's official working language is English. The BI tool, including any related documentation and training materials, must be provided in English. All administrative matters with the selected Service Provider (contracts, invoicing, account management etc.) will be dealt with in English.

#### 2. BI tool requirements – functional scope

#### Minimum BI tool performance standards

The Service Provider will supply to the ESM a fully functional BI tool that remains continuously accessible, available and fully operational, 365 days a year in accordance with these Terms of Reference, save and except any pre-agreed maintenance or other outage periods as agreed in writing with the ESM.

The BI tool's performance will be measured and monitored in accordance with the Service Level Agreement which will form part of the Contract.

The BI tool that the ESM is seeking is comprised of two elements: 1) Mandatory requirements and 2) Desirable requirements as described below:

**Mandatory**: means that the Candidates must provide all of these requirements in order to be pre-qualified. The mandatory requirements will be further assessed in the second stage of the procurement process, the Request for Proposal ("**RfP**").

**Desirable**: means that the Candidates do not need to provide all or some of these requirements, however the ESM considers these requirements to be advantageous. If the desirable requirements are offered they will be assessed in the RfP stage.

Where reference is made to any standards this is for reference purposes only and should be interpreted to be accompanied by the words "or equivalent". However, it will be the responsibility of the respective Candidate to prove to the ESM that other standard proposed is equivalent to what is requested by the ESM and will be compatible with (and will not negatively impact and/or cause any derogation to the performance of) the ESM's ICT infrastructure by fulfilling the requirements specified in this document.

#### a) Data connectivity

- The BI tool will have the ability to connect to several input sources (considering Windows as OS in corporate PCs):
  - o Files:
    - [Mandatory] Windows local filesystem (FAT, FAT32, exFAT, NTFS).
    - [Mandatory] Hadoop (HDFS).
    - [Desirable] Remote files (FTP, SFTP, HTTP, HTTPS).
    - [Desirable] Apple local filesystem (HFS, HFS+, APFS).
    - [Desirable] Amazon S3.
  - Relational Database Management System (RDBMS):
    - [Mandatory] Microsoft SQL Server.
    - [Mandatory] Oracle.
    - [Mandatory] PostgreSQL.
    - [Mandatory] MySQL.
  - [Desirable] Non-relational databases.
- The BI tool will be able to work with and read several data formats:
  - Structured files:
    - [Mandatory] Excel Spreadsheets (XLSX, XLSM, XLS).
    - [Mandatory] Access databases (ACCDB).
    - [Mandatory] CSV.
    - [Desirable] Excel Spreadsheets (XML Spreadsheet 2003).
    - [Desirable] Access databases (MDB 2003, MDB 2000).
    - [Desirable] TSV.
    - [Desirable] JSON.
    - Desirable] XML.
  - Unstructured files:
    - [Desirable] Text (TXT).
    - [Desirable] Portable document format (PDF).

- File containers:
  - [Desirable] Compressed file (ZIP, GZ, RAR, 7Z, with or without password).
  - [Desirable] Container file (TAR).
- [Mandatory] The BI tool must be able to join several inputs independently of the source and format, using a visual method allowing all the data join possibilities.

# b) Web visualisation capabilities

- [Mandatory] Have a web Interface or the possibility to publish on a web interface which can display the reports and dashboards internally and also on the ESM webpage (e.g. embedded reports).
- [Mandatory] Allow web customisation for branding, CSS, logo and font type.
- [Mandatory] Offer web interface which must work in most common web-browsers, at least the following: Chrome 57 and higher, Internet Explorer 11 and higher, Firefox 52 and higher, Edge, Safari 11 and higher and Opera 51 and higher.
- [Mandatory] Be ready for all display sizes (on computer, tablet & smartphone).
- [Desirable] Allow web customisation when including texts, links to websites, documents etc. in the generated web interface.

# c) Dashboard/Reporting capabilities

- [Mandatory] Enable both tabular and graphic reports.
- [Mandatory] Offer a range of graphic reports including but not limited to bar charts, stacked bar charts, time series, pie charts, area charts, radar charts, map representations.
- [Mandatory] Offer the possibility to include icons and images to the graphical representations (e.g. male/female icons, flags to countries etc.)
- [Mandatory] Allow the examination of data using data filters, drill downs to different data levels in a hierarchy and slice/dice operations in an easy and intuitive way in both local reports and web based reports (e.g. live filtering on data using a combo or drill down when clicking in a pie chart section to another sub-report).
- [Mandatory] Allow the creation and publication of reports and dashboards and the possibility to link the reports to use it as sub-reports.
- [Mandatory] Allow file report generation and data set export, in at least, PDF and Excel formats both in a manual (from client software or website) and automatic manner (e.g. data export using a query or from a tabular representation).
- [Mandatory] Allow the generation of ad-hoc data based on formulas/calculations on existing data (e.g. ability to quickly generate reports by non IT experts).

#### d) Minimum security requirements [Mandatory]

The Service Provider will, at all times, implement and maintain at a minimum those security requirements which are (i) necessary to ensure that the BI tool is supplied and remains available and fully operable on a continuous basis, without interruptions and in accordance with the SLAs, (ii) necessary to ensure that there is no IT security or data incident, and (iii) in line with the best industry practices.

The Service Provider will provide all services, using security technologies and techniques in accordance with best industry practices, including those relating to the prevention and detection of fraud and any other inappropriate use or access of systems and networks. "Best Industry Practices" mean the exercise of the degree of professionalism, skill, diligence, prudence and foresight which is expected from a highly skilled and highly experienced service provider (which is

a leader in the field of providing equivalent services to the BI tool) engaged in the same type of activity under the same or similar circumstances.

The Service Provider will, in particular, establish and maintain safeguards against unauthorised access to, or the destruction, loss or alteration of, ESM data in the Service Provider's possession or control that are no less rigorous than the most stringent of the following safeguards:

- i. the Best Industry Practices;
- ii. the safeguards maintained by the Service Provider for the Service Provider's own data of a similar nature.

The Service Provider will further ensure that the Service Provider personnel do not attempt to access, or allow access to, or gain access to, ESM data to which they are not entitled or that is not required for the performance of the services by the Service Provider personnel under the Contract.

#### e) Hosting in SaaS mode and Service Level Agreement (SLA)

- [Mandatory] A Cloud base server(s) solution supplied directly or using a hosting partner. The ESM will install the client software on its premises (corporate user PCs) but the server side must be provided in SaaS mode.
- [Mandatory] The software must be backed with a SLA for ongoing maintenance and technical support for the entire Contract term (including extensions, if any). The SLA must include as a minimum availability, service time, response and resolution times. The offered SLA must be at minimum the manufacturer's standard SLA offered to other clients.
- [Mandatory] The proposed BI tool must be, at all times, in accordance with the current state of technology and must be updated, upgraded, enhanced and supplemented as required to ensure that it conforms at all times to best industry practices.
- [Mandatory] Preventive maintenance on the servers (including any patches, updates/upgrades, changes, enhancements or backups) must be available and included in the support.
- [Mandatory] Server usage scalability controlled without ESM's monitoring or previous notification.
- [Mandatory] Time response to generate the reports must be quick enough to provide a sense of immediate response, even when having concurrent requests.
- [Mandatory] Two (at least) cloud base environments (production and testing).

# f) Other capabilities/requirements

- [Mandatory] Technical support available on request (i.e. helpdesk) directly from the Service Provider or its partners (8-18 Luxembourg time Monday Friday) for general support and (24/7/365) for catastrophic incidents.
- [Mandatory] Wide comprehensive documentation of professional quality on the usage of the BI tool (e.g. user guides, instructions, presentations etc.) and sample reports available online.
- [Mandatory] On-site and remote training sessions on the generic purpose and usage of the BI tool after the installation and deployment. Additional training on generic and more advanced topics may be requested by the ESM during the Contract term.
- [Mandatory] Enable ad-hoc reporting on data sources.
- [Mandatory] Collaboration features, dashboard sharing, enterprise-level access right management.
- [Desirable] The BI tool should implement 'In memory analytics' to enhance performance.
- [Desirable] User management system integrated with active directory.

- [Desirable] Possibility to run reports using command line and report automation.
- [Desirable] Mobile/tablet client (APP or WEB) allowing to not only view but also create/edit dashboards/reports.

# 3. ESM users

The ESM anticipates that initially a minimum of 10 users will use the BI Tool (full capabilities) for the purpose of filtering, aggregation and visualisation of the information stored in the database on the ESM website. Subsequently, the BI tool will be offered to the entire institution.

The ESM reserves the right to add or adjust the number of users that it may require to use the BI tool. Currently, the ESM estimates this to be a range between 10 and 100 users overtime. The licensing model should therefore be adaptable to the evolving number of ESM users.

# 4. Planned timetable

- By the end of October 2018: Contract signature.
- End of October to End of November 2018: As soon as the Contract has been signed the Service Provider will be required to test the connectivity between their hosting cloud servers and the ESM servers ('proof of concept'). The proof of concept must be finalised by end of November 2018.
- End of November 2018 to Mid-January 2019: the Service Provider will be required to develop dashboards (see section 5 'Development services' below)
- Mid-January to Mid-March 2019: Dashboard testing / fixing of any defects, errors or malfunctions. The ESM will test the dashboards and the Service Provider will fix any defects, errors or malfunctions as required.
- Mid-March to End of March 2019: preparation for go-live and go-live.

# 5. Development services

Following the completion of the 'proof of concept' of the BI tool, the ESM will require the Service Provider to develop dashboards to be displayed on the ESM website. The ESM estimates at this stage that nine (9) fully customised dashboards will be required.

Other development services may be required by the ESM from time to time during the Contract term.

# Annex 2 Eligibility Criteria, Selection Criteria and Other Required Information and Documents

# 1. Eligibility Criteria

# **1.1.** Declaration on the Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest

Candidates are requested to complete, date and arrange signature by an authorised representative the below Declaration on the Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest.



**Title: Business Intelligence Tool** 

# DECLARATION ON THE EXCLUSION CRITERIA, ECONOMIC, FINANCIAL AND OPERATIONAL CAPACITY AND THE ABSENCE OF CONFLICT OF INTEREST

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)<sup>1</sup> on behalf of [NAME OF THE CANDIDATE], certify (certifies) the following and will provide the evidence to that effect as specified in the procurement documents (if applicable):

- 1. The Candidate is not bankrupt or being wound up, subject to administration or in any similar situation provided for in national legislation or regulations.
- 2. The Candidate is not guilty of grave professional misconduct, which renders their integrity questionable.
- 3. The Candidate is not in breach of obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which the Candidate resides or is established or where the contract awarded as a result of this procurement process is to be performed.
- 4. The Candidate has not shown significant or persistent deficiencies in the performance of another contract, or with its obligations under the law.
- 5. The Candidate or its management, staff or agents are not subject to a conflict of interest.
- 6. The Candidate has not seriously misrepresented information required by the ESM.
- 7. The Candidate did not and will not contact other Candidates with the purpose of distorting competition, or try to unduly influence the ESM's decision-making process.

If any circumstances arise during the course of the procurement process which may affect the above, the Candidate must inform the ESM thereof without undue delay.

The Candidate may submit evidence to demonstrate its eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

<sup>1</sup> Delete as appropriate. PQ Ref. No.: IT/03/BI/MC/2018

#### The Candidate declares also that:

By:

- 1. The Candidate has the economic, financial and operational capacity (technical, management) to carry out the proposed project and tasks.
- 2. The Candidate has approved financial statements for the last three financial years.

Signature (Signed)	
Name and Title (Typed)	
Place and Date	

# 1.2. Non-Collusion Declaration

Candidates are requested to complete, date and duly sign by an authorised representative the below Non-Collusion Declaration.



Annex 2 – 1.2 – PQ Ref. No.: IT/03/BI/MC/2018

**Title: Business Intelligence Tool** 

#### NON-COLLUSION DECLARATION

The undersigned, acting in his/her own name/as [a] duly appointed representative(s)<sup>1</sup> of [NAME OF THE CANDIDATE] declare(s) the following:

I refer to the PQ Ref. No.: IT/03/BI/MC/2018, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: IT/03/BI/MC/2018, the Candidate has not breached any applicable provisions of competition law or other applicable laws. In particular, the Candidate has prepared the Application completely independently and certifies that it has not and will not divulge, discuss or compare its Application with other Candidates participating in this procurement process and has not and will not contact or collude with such other Candidates with the purpose of distorting competition. The Candidate will take all appropriate and necessary measures to ensure that its subcontractors or other third parties involved respect the same rules and principles.

The Candidate is not aware of any elements that could influence competition between the different Candidates participating in this procurement process. If the Candidate becomes aware of any such elements it will immediately and in writing disclose such elements to the ESM.

By:	Signature (Signed)	
	Name and Title (Typed)	
	Place and Date	

<sup>&</sup>lt;sup>1</sup> Delete as appropriate. PQ Ref. No.: IT/03/BI/MC/2018

# 2. Selection Criteria

As part of their Applications, Candidates are requested to address each item/question below and supply the requested evidence in correspondingly named and numbered way. If an attestation is requested, it must be supplied on the Candidate's company letterhead and duly signed by an authorised representative of the Candidate.

# <u>Please note that for the purpose of the evaluation of the Applications the ESM will assess the</u> responses provided to the items/questions set out below in this Section 2.

## 2.1. Technical or professional ability

ltem No.	Technical or professional ability	
1	Confirm that the Candidate has capability to meet all the mandatory requirements as indicated in Annex 1 to this PQD.	Pass / Fail
2	<ul> <li>Provide examples of 3 current/most recent (i.e. from the last 3 years) contracts covering the services and scope similar to those described in Annex 1 to this PQD.</li> <li>The examples should include the minimum elements as outlined below:</li> </ul>	Pass / Fail
	<ol> <li>Client name and address if possible (if not possible due to confidentiality reasons describe the client entity (size, type of entity, location))</li> <li>Short description of the contract</li> <li>Contract start and end date</li> <li>Detailed description of the services provided</li> <li>Indicate to which extent the services and scope are/were similar to the services the ESM is seeking and described in in Annex 1 to this PQD</li> <li>Did you subcontract any elements of the services and if yes which elements and to whom</li> </ol>	
	Note that at least one of the 3 examples must contain a link to the publicly available website with embedded web dashboards.	
3	Confirm that the Candidate's development team has experience in building dashboards with financial and/or economic data.	Pass / Fail

#### 2.2. Authorisation and suitability to carry out the relevant professional activity

	Authorisation and suitability to carry out the relevant professional activity	
1	If the Candidate is a reseller, provide evidence that you have an authorisation to provide the services as required by the ESM in Annex 1 to this PQD (e.g. a copy of valid authorised reseller certificate or another document confirming this).	Pass / Fail
2	If the Candidate is partnering to provide development services, confirm and provide evidence that the partner is certified or otherwise qualified to perform development services as required by the ESM in Annex 1 to this PQD.	Pass / Fail

#### For Information Only:

Will the server(s) containing ESM data be located outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	Information only
Is the entity contracting with the ESM ("Contracting Entity") registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	Information only
Is any entity directly or indirectly controlling the Contracting Entity (e.g. a parent company) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	Information only
Is any other entity with access to ESM data (e.g. a subcontractor providing the IT infrastructure/servers) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	Information only

Where a **confirmation** is required, the corresponding response document should contain the following statements and be signed and dated (in addition to the particular response details).

# *I refer to the PQ Ref. No.: IT/03/BI/MC/2018, launched by the ESM in relation to which the Candidate has submitted an Application.*

The undersigned acting in his/her name/acting as (a) duly appointed representative on behalf of

\_\_\_\_\_

[ ] confirm the following:

By:	Signature (Signed)	
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Name and Title (Typed)

Place and Date

# 3. Other Required Information and Documents

# **3.1.** Cover Certification Form

Candidates are requested to complete, date and duly sign by an authorised representative the below Cover Certification Form.



Annex 2 – 3.1 – PQ Ref. No.: IT/03/BI/MC/2018

**Title: Business Intelligence Tool** 

#### COVER CERTIFICATION FORM

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)<sup>1</sup> on behalf of [NAME OF THE CANDIDATE], certify that this Application is made without prior understanding, agreement, or connection with any other person(s) or company(ies) submitting an Application in this procurement process and is in all aspects fair and without collusion or fraud. I certify that I am authorised to sign this Application on behalf of the Candidate.

I further certify that:

- The submission of this Application is deemed as acceptance of all the terms and conditions of this PQD.
- The content of this Cover Certification Form, the Declaration on Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest, the Non-Collusion Declaration and the Application are true, accurate and complete.

#### **Required Information**

**Response of Candidate** 

Exact legal name: Legal type (e.g. private limited liability company): City, Country: Nationality or Head Office Location: Registered office address: Telephone: Website: E-mail address:

Name of the authorised contact person for matters pertaining to this PQ	
E-mail:	

Name	and	title	of	representative(s)	signing	the	
Application on behalf of the Candidate:							

By: Signature (Signed)

Place and Date

1	Delete	as	appropriate.
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Name and Title (Typed)