

European Stability Mechanism



## **Pre-Qualification Document**

**PQ Ref. No.: IT/01/IP/AG/19**

**Provision of Oracle support and implementation services**

**27/03/2019**

## 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:

<https://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 as published on the ESM website. Please visit the ESM website for further information.

This Pre-Qualification Document (“PQD”) sets out the eligibility, exclusion and selection criteria, as part of a pre-qualification stage (“Stage 1”) of the two-stage procurement procedure of the ESM (i.e. Negotiated Procedure), in order to assess the suitability of a Candidate to participate further in this procurement procedure. Candidates which 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.	Prequalification Document – Core Document	This document
2.	Annex 1 – Summary Description of the Procurement Requirement	Included as an Annex to this PQD
3.	Annex 2 – Eligibility, Exclusion & 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

In 2017 the ESM selected Oracle Fusion Cloud as Software as a Service (“SaaS”) for its current applications: ERP (Enterprise Resource Planning), HCM (Human Capital Management including Taleo) and EPM (Enterprise Performance Management).

The ESM intends to establish a framework agreement (“Contract”) with a single service provider (“Service Provider”) for the provision of Oracle support and implementation services (“Services”). The Service Provider should comprehensively deliver the Oracle support and implementation services requested hereunder. 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 table below. 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	27/03/2019
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	09/04/2019 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”)	17/04/2019 11:00 hrs (local Luxembourg time)
5.	Target date of notification of the ESM’s decision on pre-qualification to unsuccessful candidates & issue of RFP to pre-qualified candidates	07/05/2019

## **The ESM “Sole Contact” Details**

Commercial Legal and Procurement  
European Stability Mechanism  
6a, Circuit de la Foire Internationale  
L-1347 Luxembourg  
Email: [procurement@esm.europa.eu](mailto:procurement@esm.europa.eu)  
Attention: Asta Gerhardt

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 the contract notice or this PQD. However, the ESM reserves the right not to answer any particular query.
- c) The ESM will endeavour to respond to all queries 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 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 cross-references between response elements are not permitted.
- The Candidate should clearly identify in the Application any requirements specified in this PQD that the Candidate cannot satisfy.

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	Candidates are requested to submit completed, dated and duly signed declarations (nos. 1.1 and 1.2 of Annex 2)	Fully scanned copy with signature in PDF
3.	General Response	Candidates are requested to respond to the questions posed in this PQD as instructed (see Annex 2 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 shall be submitted no later than the Applications Deadline specified at point #4 of the Procurement Process Steps and Timeline table and must be submitted only **via e-mail** to:

Email: [procurement@esm.europa.eu](mailto:procurement@esm.europa.eu)

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Attention: Asta Gerhardt

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 eligibility, 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, Exclusion 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 and exclusion criteria to be assessed further.

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

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 Section 2. Selection Criteria**):

<b>SELECTION CRITERIA – elements of the evaluation</b>	
Economic and financial standing	Pass / Fail
Technical or professional ability	Pass / Fail

Candidates must achieve a rating of "Pass" for all the "Pass / Fail" criteria to be considered successful at Stage 1 (pre-qualified 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 missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right to reject from 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 Framework Agreement is awarded as a result of this procurement process. 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, and 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**

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 the Candidate must clearly mark such parts of the 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 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 process. Confidential Information does not include information which (a) was known to the ESM prior to receiving the information from the Candidate; (b) becomes rightfully known to the ESM from a third-party source not known to the ESM (after diligent inquiry) to be under an obligation to the Candidate to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by ESM; or (d) has been developed independently by the ESM or the Candidate or authorised to be disclosed by the Candidate. 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;
- b. 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 Framework Agreement 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 sub-contract 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 Framework Agreement to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Framework Agreement 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 Terms of Reference

### 1. Introduction

In 2017 the ESM selected Oracle Fusion Cloud as Software as a Service (“SaaS”) for its current applications: ERP (Enterprise Resource Planning), HCM (Human Capital Management including Taleo) and EPM (Enterprise Performance Management).

The ESM intends to establish a Contract with a single Service Provider for the provision of Oracle support and implementation services. The Service Provider should comprehensively deliver the support and implementation services requested hereunder.

### 2. ESM Oracle Fusion Cloud Environment

ESM’s Oracle Fusion Cloud current environment is composed of:

Applications	Development Instance	Test Instance	Production Instance
ERP and HCM	Yes	Yes	Yes
Taleo	No	Yes	Yes
EPM	No	Yes	Yes

Current applications landscape is as follows:

Applications	Domain	Module
ERP	Financials	Accounts Payable
		Cash Management
		Fixed Assets
		General Ledger
		Travel Expenses
	Procurement	Purchasing
		Self Service Procurement
		Sourcing*
		ERP Analytics
HCM	Global HR Management	Absence Management
		Benefits
		Human Resources
		Workforce Modelling
		Workforce Prediction

	Talent Management	Learning and Development
		Performance and Succession
	Workforce Rewards	Compensation
	HCM Analytics	
Taleo	Recruiting	
	Onboarding	
EPM	Planning and Budgeting	Financials
		Workforce Planning <sup>1</sup>

The Oracle modules implemented at the ESM have been customised to some extent to meet specific organisational requirements (e.g. personalised screens, customised roles and responsibilities and approval flows for various Oracle modules). The ESM may during the term of the Contract implement also additional Oracle Fusion Cloud's applications and modules and thereby use the Service Provider's services in that regard.

Note also that Oracle Guided Learning is implemented for Oracle self-service applications (travel expenses, receipts, goals and performance, etc.).

### 3. Scope of Services

The Service Provider will be required to provide the following Services:

#### a. Support Services

- Overall guidance on Oracle best practices to maximize the Solution's<sup>2</sup> return on investment on each of the ESM's implemented applications;
- Advise the ESM based on business analysis skills and promote best business practices across all Oracle Fusion Cloud modules, in particular in the area of HCM and ERP;
- Provide on-going onsite support for all Oracle modules implemented at the ESM with a capacity to solve raised issues in a timely manner by supplying 2 (two) Oracle Fusion Cloud certified consultants (one certified consultant for ERP and one certified consultant for HCM) to be present on average 2 (two) days a week on-site at the ESM offices (if requested by the ESM) during the entire duration of the Contract;
- Provide skilled technical consultants able to customize Oracle Fusion Cloud ERP/HCM/Taleo/EPM: i.e. page personalisation, ad-hoc approval workflows, business intelligence (BI) publisher reports, dashboards, inbound/outbound interfaces between Oracle Fusion Cloud and a third party system, ad-hoc Java packages development, definition of custom roles and responsibilities;
- Update the Solution's configuration (standard setup or RICEW - report, interface, customisation, extension, workflow - component), as per approved change requests, ensuring the Solution's configuration is maintainable, scalable, upgradeable and efficient. Particularly, expertise is required in the creation of BI publisher reports/ dashboards for HCM and ERP data

<sup>1</sup> Sourcing and Workforce Planning, contrary to all other modules, are not implemented at the ESM but may be considered for future implementation.

<sup>2</sup> For the purpose of these Terms of Reference 'Solution' is to be understood as the entire ESM's Oracle Fusion Cloud environment i.e. all implemented applications and modules and interfaces with any third party systems.

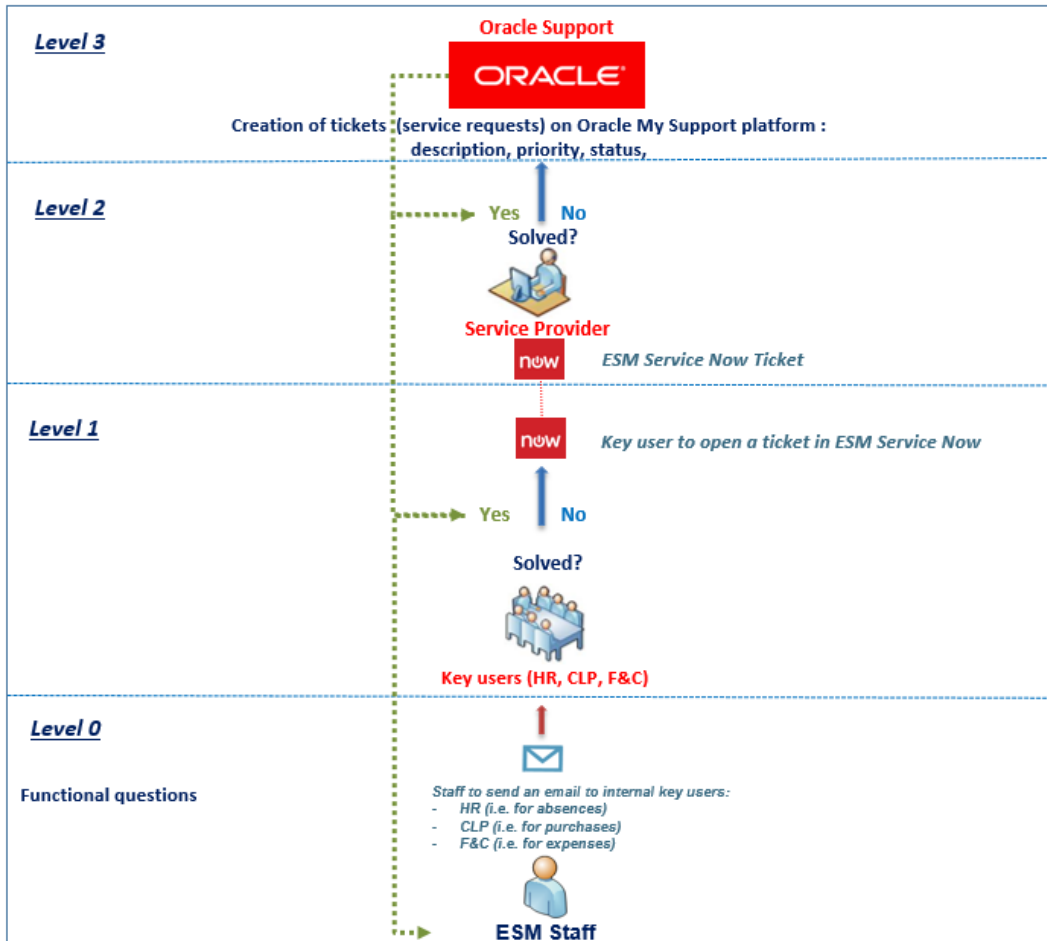
and the integration between Oracle Fusion Cloud data and third party systems (e.g. Tableau's BI tool);

- Follow a strict change control management process prior to any production configuration change;
- Maintain an up-to-date and audit proof library of deliverables requested by the ESM (deployment plan, risk/issue, defects log and resolution, setup documentation, test script, training guide, functional / technical specification);
- Provide key and end users with functional and technical assistance, guidance and training to optimize the Solution's use and adoption and to build ESM internal skills, in particular in relation to P2P (management of purchase requisitions, purchase orders, processes, functionalities, configurations and any other required measures);
- Provide skilled consultants (having applicable certification such as e.g. PMI, Prince 2 or equivalent) who can assist, upon request, the ESM in project management and change management (support the end-to-end change initiative, formulate change plans and activities to support the delivery of communication and training);
- Provide on-going Oracle Fusion Cloud remote support for all Oracle modules implemented at the ESM with a capacity to solve raised issues in a timely manner, through a service desk accessible by phone/web, from Monday to Friday between 8:00 and 18:00 CET excluding ESM holidays;
- Trouble shooting and errors analysis, without liaising first with Oracle;
- Level 2 support of the Solution (please see target support model illustration below) as per the agreed service level agreement;
- Periodic regression testing as part of Oracle Fusion Cloud quarterly upgrades;
- Define and execute test scripts for each Oracle Fusion Cloud quarterly upgrades and related RICEW;
- Tracking, monitoring and escalation of issues, raised via phone calls, web access, emails, in the ESM's ticketing tool (Service Now) and / or in My Oracle Support -logging and / or follow up of service requests on behalf of the ESM;
- Provide the respective key users/project teams with a weekly update on open service requests with Oracle and Service Now tickets;
- Act as back-up for the ESM's IT security manager and operate system administration (management of roles and responsibilities).

The target support model of the Solution is illustrated below<sup>3</sup>:

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<sup>3</sup> Level 1 functional support is currently envisaged to be provided by the relevant ESM teams (key users from HR, Commercial Legal and Procurement (CLP), Finance & Control (F&C), for matters within their scope of responsibility) but depending on ESM's needs may potentially change.



Level 1 functional support is currently envisaged to be provided by the relevant ESM teams (key users from HR, Commercial Legal and Procurement (CLP), Finance & Control (F&C), for matters within their scope of responsibility) but depending on ESM's needs may potentially change.

Level 2 represents the line level support under the responsibility of the Service Provider and as described above. Whenever the Service Provider is unable to solve an issue on its own, escalation by the Service Provider to the editor (Oracle), level 3, will occur. ESM key users will be updated on a regular basis (minimum on a weekly basis) by the Service Provider on the status of the issues escalated to Oracle.

## b. Implementation Services

- Provide estimates, complexity and feasibility of new developments, i.e. implementation of additional Oracle Fusion Cloud's applications and modules and other Oracle products;
- Understand and challenge (with market best practice) ESM's business requirements and transform them into clear and concise technical specifications with the ability and flexibility to conceive creative solutions if and where necessary;
- Provide 'extended' ERP solutions, i.e. integrating also applications other than Oracle Fusion Cloud (e.g. potentially link the Oracle database, PaaS, with (non-Oracle) BI (e.g. Tableau's BI tool) and/or other tools/systems) or interface third party data (i.e. Murex accounting entries) into Oracle SaaS;
- Make changes and configurations to the Solution as per approved change requests and deployment plans;
- Follow a strict change control management process prior to any production configuration change;

- Support the user acceptance testing process (e.g. UAT test scripts and UAT support);
- Provide skilled technical consultants (having applicable PM certification such as e.g. PMI, Prince 2 or equivalent) who can assist, upon request, the ESM in project management, engage with all ESM stakeholders, define work plans, provide status on ongoing Solution changes, monitor milestones and report risk/issue, undertake mitigation action, proceed when required to escalation and ensure timely resolution;
- Provide immediate post go-live assistance for any Solution change and provide a warranty for a period of three months.

### **c. Transition Services**

The ESM currently uses a third party (an existing Oracle support and implementation service provider “Existing Provider”) to provide the services in scope of these Terms of Reference. Consequently, the Service Provider will be required to ensure that the transition from the Existing Provider to the Service Provider will be undertaken in a professional, well-planned, coordinated and risk mitigated manner.

The Service Provider will play a lead role in facilitating activities and/or issues with the Existing Provider to better ensure a seamless transition.

The ESM envisages that the transition period will take a maximum of 2 (two) months and will be conducted in accordance with the following steps (“Transition Period”):

- Following the Contract signature in the 1<sup>st</sup> week of the Transition Period: the list of all design and training deliverables, functional and technical specifications, as documented by the Existing Provider, will be shared with the Service Provider by granting it access to the ESM SharePoint library for the Oracle projects;
- 1<sup>st</sup> week of the Transition Period: ESM business representatives, one for HR (during a maximum of 3 business days), one for ERP (during a maximum of 2 business days), will review with the Service Provider the list of deliverables and functional and technical specifications shared and address functional questions, while focusing on explaining in detail existing customizations and implemented business processes in the HR and P2P areas;
- 2<sup>nd</sup> week of the Transition Period: on-site support (2 person days for ERP and 3 person days for HCM) by both the Existing Provider and the Service Provider. The Service Provider will take the lead on any ticket raised in ServiceNow while being able to request support from the Existing Provider when needed. List of unresolved tickets will be transferred from the Existing Provider to the Service Provider. Technical questions that could not be addressed by the ESM business representatives during the 1<sup>st</sup> week of the Transition Period will also be raised to and answered by the Existing Provider;
- Week 3<sup>rd</sup> and 4<sup>th</sup> of the Transition Period: on-site support by the Service Provider only (2 person days for ERP and 3 person days for HCM). The Service Provider will be fully responsible for any (new and existing) tickets raised in ServiceNow. Upon request from the Service Provider, assistance from the Existing Provider will be exclusively available by contacting their remote help desk;
- At the end of 4<sup>th</sup> week of the Transition Period, the ESM will decide, at its own discretion, to extend the on-site support model used in 3<sup>rd</sup> and 4<sup>th</sup> week of the Transition Period for up to 4 (four) additional weeks;
- At the end of 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> week of the Transition Period, the ESM may, at its own discretion: (i) keep the on-site support of the Service Provider provided as part of the Transition Period, or (ii) reduce the on-site support of the Service Provider provided as part of the Transition Period to adapt it to the number of incidents or requests to be managed, or (ii) move to the on-site support provided as part of the support services described under lit. a) above;

- At the end of the Transition Period, the Service Provider will provide to the ESM a final closure report documenting different activities undertaken and/or issues faced during the transition from the Existing Provider to the Service Provider.

## **4. Service Levels and Performance Standards**

The Contract awarded as a result of this procurement procedure will include a service level agreement (SLA) with key performance indicators (KPIs). If the Service Provider fails to meet the KPIs, service credits or other performance management arrangements to address contractual performance, may be enforced by the ESM at its sole discretion.

## **5. General Arrangements**

### **a. Personnel**

While the Service Provider's consultants will take ownership of one or more specific functional areas according to their skillset, the consultants will always work in cooperation and under the supervision of the Service Provider's designated team lead consultant. Guidance by the team lead consultant will ensure the overall integrity of the Solution and its processes.

### **b. Language**

The ESM's official working language is English. The Services will therefore be delivered in English. All business exchanges and all administrative matters with the Service Provider, including but not limited to the Contract, any orders issued under the Contract, invoicing, account management, analysis, reporting and other documentation will also be in English.

### **c. Reporting and Meetings**

#### Monthly SLA Reports and Meetings

The Service Provider will provide written monthly SLA reports to the ESM, by the date as agreed with the ESM and in a format as agreed with the ESM, following each monthly reporting period. The written monthly reports will include the following information: compliance with the agreed KPIs and SLA, including information such as the number of tickets received from the ESM, number of incidents raised and resolved in the previous month and any other topics as agreed between the Parties from time to time.

Unless not requested by the ESM, following the receipt of the monthly SLA report, the representatives of the Service Provider and the ESM will meet at the ESM offices to discuss the content of the report.

#### Quarterly meetings

An account manager from the Service Provider will conduct formal review meetings with the ESM on a quarterly basis in the first month following the relevant quarter. Such quarterly meetings will include a review of the Services conducted since the last quarterly meeting, and any issues encountered by the ESM during the relevant quarter. The meetings will be conducted at the ESM offices or remotely via phone depending on ESM's choice.

**Annex 2**  
**Eligibility, Exclusion, Selection Criteria and**  
**Other Required Information and Documents**

**1. Eligibility Criteria**

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

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





**DECLARATION ON THE ELIGIBILITY, 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)\* 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 its 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 Framework Agreement 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.

**The Candidate declares also that:**

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.

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

\*Delete as appropriate

## **1.2. Non-Collusion Declaration**

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



**NON-COLLUSION DECLARATION**

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

I refer to the PQ Ref. No.: IT/01/IP/AG/19, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: IT/01/IP/AG/19, 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** \_\_\_\_\_

\*Delete as appropriate

## **2. Selection Criteria**

As part of their Application, Candidates are requested to address each item below and supply the requested evidence in the correspondingly named and numbered way.

**Please note that for the purpose of the evaluation of the Applications the ESM will assess the responses provided to the items set out below in this Section 2.**

## 2.1. Economic and financial standing

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
<b>Economic and Financial Standing</b>	<b>1</b>	<b>Pass/Fail</b>	The Candidate must have an annual, global revenue in excess of €1.2M euros in each of its last two (2) most recent completed fiscal years from the provision of services of similar size, scope and complexity as described in Annex 1 to this PQD.	Attestation

## 2.2. Technical or professional ability

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
<b>Technical or Professional Ability</b>	<b>1</b>	<b>Pass/Fail</b>	Confirm the Candidate has the ability and capacity to deliver, without exception, the services sought by the ESM as set out in Annex 1 to this PQD.	Attestation
	<b>2</b>	<b>Pass/Fail</b>	Confirm that the Candidate has an Oracle Platinum Partnership level and is a Cloud Excellence Implementer.	Attestation
	<b>3</b>	<b>Pass/Fail</b>	Confirm that the Candidate has executed minimum three Oracle Fusion Cloud (ERP + HCM modules) implementation projects in Europe in the last three calendar years.	Attestation As evidence, a summary description including the following information: i) name, size, scope, complexity and short description of the referenced implementation projects ii) implementation projects start and end dates iii) if any services within the references implementation projects were subcontracted and if yes, which elements and to whom iv) client names and addresses (if not possible due to confidentiality reasons the client entity (type of entity, size, location, and industry in which it operates))
	<b>4</b>	<b>Pass/Fail</b>	Confirm that the Candidate has minimum two Oracle Fusion Cloud ERP certified consultants and a pool of 10 Oracle ERP consultants with an experience of minimum three years.	Attestation As evidence, a summary description including consultants' Oracle Fusion Cloud ERP certifications
	<b>5</b>	<b>Pass/Fail</b>	Confirm the Candidate has minimum two Oracle Fusion Cloud HCM certified consultants (i.e. Global HR Cloud,	Attestation

			Talent Management Cloud, Taleo, etc.) a pool of 10 Oracle HCM consultants with an experience of minimum three years.	As evidence, a summary description including consultants' Oracle Fusion Cloud HCM certifications
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### 2.3. For information only items

Item No		RESPONSE
1	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)?	
2	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)?	
3	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)?	
4	Will data received from the ESM be stored on servers located outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	

### **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.



## COVER CERTIFICATION FORM

Submitted in relation to PQ Ref. No.: IT/01/IP/AG/19

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)\* 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 Eligibility, 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.
- When providing an attestation/confirmation in my responses and justifications to the Selection criteria such responses and justifications 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) \_\_\_\_\_

Name and Title (Typed) \_\_\_\_\_

Place and Date \_\_\_\_\_

\*Delete as appropriate