

European Stability Mechanism



## **Pre-Qualification Document**

**PQ Ref. No.: IT/05/SN/RYH/19**

**Provision of support and implementation services for the  
ESM ServiceNow**

**02/04/2019**

## 1 Introduction

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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 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 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.

## 2 Contents of this PQD

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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 Annex 1 to this PQD
3.	Annex 2 – Eligibility, Exclusion & Selection Criteria including declarations, forms, questions and other response elements to be addressed	Included as Annex 2 to this PQD

### 3 Overview of the Procurement Requirement

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The ESM intends to establish a framework agreement (the “**Framework Agreement**” or “**Contract**”) with a single provider for the provision of support and implementation services for the ESM ServiceNow.

The Framework Agreement to be awarded as a result of this procurement procedure will be for an initial two (2) year term. At the request and in the sole discretion of the ESM, the term of the may be extended by one (1) or two (2) additional years. The maximum duration of the Framework Agreement will be four (4) years.

#### 3.1. Type of Procurement Procedure

This procurement procedure is carried out by the ESM under a 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.

#### 3.2. 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.	<b>Contract notice and PQD publication date</b>	<b>15/04/2019</b>
2.	<b>Deadline for submission of clarifications/questions on the contract notice and the PQD</b>	<b>29/04/2019</b>
3.	<b>Response to the clarifications/questions on the contract notice and the PQD</b>	Regularly
4.	<b>Deadline for submission of Applications (the “Applications Deadline”)</b>	<b>06/05/2019 14:00 hrs</b> (local Luxembourg time)
5.	<b>Target date of notification of the ESM’s decision on pre-qualification to unsuccessful Candidates and dispatch of the RFP to the pre-qualified Candidates</b>	<b>16/05/2019</b>

### **3.3. 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: Ralitsa Yovcheva-Hahn

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.

### **3.4. 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 has passed.
- 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.

### **3.5. 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 requested	PDF

### 3.6. Coordinates and Guidelines for Submission of Applications

Applications must be submitted no later than the Applications Deadline specified at point #4 of the Procurement Process Steps and Timeline table and must be submitted **via e- mail** only to:

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

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Attention: Ralitsa Yovcheva-Hahn

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.
  - o "Annex 2: 1.1 – Declaration on the exclusion criteria, economic, financial and operational capacity and the absence of conflict of interest"
  - o "Annex 2: 1.2 – Non-Collusion Declaration"
  - o "Annex 2: 3.1 – Cover Certification Form"
- d) All files must be provided in a standard non-editable format, such as PDF.

### 3.7. 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 Framework Agreement, 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
Authorisation and suitability to carry out the relevant professional activity	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).

## **4 Terms and Conditions of this PQD**

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### **4.1 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 from further consideration any 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.

### **4.2 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.

### **4.3 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.

#### **4.4 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 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.

#### **4.5 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 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 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. Overview

In 2015 the ESM selected ServiceNow (“SN” or “Solution”) as Software as a Cloud Service (“SaaS”) for its current IT Service Management.

The ESM intends to establish a framework agreement (“Contract”) with a single service provider (“Service Provider”) for the provision of ServiceNow support and implementation services (“Services”). The Service Provider should comprehensively deliver the support and implementation services requested hereunder.

### 2. ESM ServiceNow Environment

The ESM uses currently one production, one test and one user acceptance test (UAT) environment.

The ESM has about 320 active users, supported with below licences:

- 33 ‘Planner’ licences
- 72 ‘Fulfiller’ licences
- 30 ‘Approver’ licences
- 1 ‘Performance Analytics Application’

The SN setup implemented for the ESM has been customised to meet specific organisational and business requirements. The current ServiceNow functional landscape across different business functions at the ESM is shown below:

Business Function	Use
<b>IT</b>	Ticketing, SLAs
	Request catalogue
	Asset management
	Workflows
	Feedback
	Reporting, advanced reporting with SN ‘Performance Analytics’
<b>FM</b>	Ticketing, SLAs
	Request catalogue
	Asset management
	Workflows
	Visitors, reception
	Catering requests
	Room booking via SN app
	Feedback
<b>Commercial Legal and Procurement</b>	Ticketing
<b>Corporate Governance &amp; Internal Policies</b>	Ticketing
<b>Funding</b>	Ticketing
<b>HR</b>	Workflow

Specific applications running on ServiceNow store (<https://store.servicenow.com>) that are used at the ESM are as follows:

Applications
Rooms4U
Facilities4U
Connector4U – for an exchange with our 3 <sup>rd</sup> party IT provider’s SN instance
Outlook integration, add in
Cubicles4U

### 3. Scope of Services

The Service Provider will support and maintain the current ServiceNow functional landscape as well as implement and support any additional modules/functionalities, and any additional business functions.

The Service Provider will be required, following a handover period (see point c) with the Existing Service provider, to provide the following Services:

#### a. Support Services

Support services will be provided on a recurrent basis. The estimated volume of services to be provided by the Service Provider is 50 hours/month.

The Service Provider will be required to provide the following support services:

- Analyse and optimise SN setup according to best practices to maximize the Solution’s return on investment while meeting business requirements;
- Advise the ESM based on business analysis skills and promote best business practices, particularly but not exclusively in the area of IT and FM;
- Support the existing SN applications from the SN store as part of the ESM SN environment (e.g. apply new updates)
- Provide 2nd level support and maintenance of the Solution as per the agreed service level agreement (SLA), trouble shooting, errors analysis, correction and testing without liaising with ServiceNow.

The target support and maintenance model of the Solution will be as follows:

Level 1 functional support will mostly be managed by the ESM functional teams (key users from IT, FM, others). The Service Provider may act as back-up for the ESM Level 1 support (i.e. for the Solution functional specialist and the operating system administration).

Level 2 support 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 (ServiceNow), level 3, will occur. ESM key users will be updated on a regular and/or ad-hoc basis by the Service Provider on the status of issues escalated to ServiceNow.

- Provide on-going remote support for the full SN functional landscape at the ESM with a capacity to solve raised issues in a timely manner or communicate with third parties for specific applications running on the ServiceNow store and used by the ESM. The ongoing remote support will be provided through a service desk accessible by phone/web, from Monday to Friday between 8:00 and 18:00 CET, excluding ESM public holidays;

- Tracking, monitoring and escalation of issues or enhancements, raised via phone calls, web access, emails and / or follow up on behalf of the ESM;
- Provide minimum five (5) ESM subject matter experts (per functional area, e.g. HR, IT, FM) with access to logged tickets on the provider's system such as incidents and enhancements for continuous monitoring;
- Conduct periodic regression testing as part of SN regular upgrade cycle, via automation with test scripts where possible;
- Update the SN functional landscape's configuration as per approved change requests, ensuring the Solution's configuration is maintainable, scalable, upgradeable and efficient;
- 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, user guide, functional / technical specification, others);
- 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;
- Assist the ESM in change management (support the end to end change initiative, formulate change plans, activities and documentation, support the communication about the Solution's adaptations).

## **b. Implementation Services**

Implementation services will be provided on an ad-hoc basis.

The implementation services shall be understood as complex changes to the Solution (e.g. additional enhancements, functionalities or features to the implemented Solution, as well as any changes, configurations or releases thereto to reflect changes in practices, processes etc.) and that require resources of > 16 hours. If the resources required to implement the change to the Solution are less than 16 hours, the change will fall under the scope of support services.

In case the ESM requests a complex change to the Solution, the Service Provider will be required to submit a proposal describing the business impact, including the benefits of the change and the effort, resources, costs and time required for completing the services. Subject to approval of the proposal by the ESM, the implementation services will be ordered through release orders under the Framework Agreement ("Release Orders").

The Service Provider will be required to provide the following implementations services:

- Understand and challenge (with best practice knowledge) 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 estimates, assessments of complexity and feasibility of the Solution's changes, e.g. activation of new SN modules, purchase of any type of Apps available on the SN store;
- Provide 'extended' SN solutions within and outside of IT Service Management and Facility Management such as implementation of new SN modules and Apps with tools such as ticketing, workflows, inventories, surveys, etc.
- Implement SN changes and customisations as per approved change requests and deployment plans;
- Perform and document user acceptance testing (i.e. provide test plan and screenshots of test execution) to ensure high quality delivery upfront;
- Provide project management services where required by the ESM, engage with all ESM stakeholders, define work plans, provide status on ongoing Solution's 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 change to the Solution and provide a warranty for a period of three months starting from the acceptance of the change by the ESM;

### **c. Transition Period**

The ESM currently uses a third party (an existing SN support and implementation service provider “Existing Provider”) to provide the services in scope of these Terms of Reference. Consequently, and if applicable, the Service Provider will be required to ensure that a full and successful transition from the Existing Provider to the new Service Provider (of all services, data, processes and anything else which need to be migrated) will be undertaken in a professional, well-planned, coordinated and risk mitigated manner.

The transition period (“Transition Period”) will start following the Contract signature. The ESM envisages that it will take in principle one (1) month and will be conducted in accordance with the following requirements:

- Following the Contract signature in the 1<sup>st</sup> week of the Transition Period, the ESM will share all test case documentation of all enhancements (non-standard ServiceNow functionality) as documented by the Existing Provider, with the Service Provider. The ESM will grant the Service Provider access to the ESM’s SN.
- In the 1<sup>st</sup> week of the Transition Period, the ESM will set-up a one-day meeting to go through all SN modules at the ESM with the Service Provider. One (1) week later, another meeting will be scheduled where the Service Provider could address all questions they may have with the Existing Provider.
- During the Transition Period, the Service Provider will ensure on-site presence of maximum one (1) consultant for one (1) week.
- List of unresolved tickets will be transferred from the Existing Provider to the Service Provider.
- As of the start of the implementation of Transition Period, 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 end of 2<sup>nd</sup> week of the Transition Period, the ESM may decide, at its own discretion, to extend the on-site support for up to one (1) additional week.
- At the end of the Transition Period, the Service Provider will evidence that the Solution has been successfully taken-over. Subject to that, the ESM will sign-off the closure of the Transition Period.

### **d. Deliverables:**

In case specific deliverables are requested for the implementation services, those will be defined in the description of requirements attached to the Release Orders. The required deliverables will be accepted in writing by the ESM.

The deliverables are to be accepted if the Service Provider has successfully completed the relevant deliverable by the delivery date to the full satisfaction of the ESM acting reasonably. Any re-work requested by the ESM based on errors, omissions or lack of comprehensiveness will be provided by the Service Provider at no additional cost or expense to the ESM.

#### 4. Provider Personnel/Project Management

The Service Provider will make available to the ESM the following personnel:

- **Team lead consultant and back-up ('Key System Architects')**: at least one team lead consultant and equally qualified back-up who will be also the main contact point to the ESM. The team lead consultant and back-up will have **at least 5 years of experience** in SN with up-to-date SN certifications (main line certifications), at least 'Certified Implementation Specialist - IT Service Management' and 'Certified System Administrator';
- **Support technical personnel**: skilled and certified (main line certifications) technical consultants with **at least 3 years of experience** in the specific role (having together the following certifications: 'Certified Implementation Specialist - IT Service Management'; 'Certified System Administrator'; 'Certified Application Developer') that are able to customize SN according to best practices under the lead of the Key System Architect i.e. page personalisation, approval workflows, reporting, dashboards, inbound/outbound interfaces, definition of custom roles and responsibilities.

The support technical personnel will provide assistance to the ESM on an 'on call' basis on any issues related to the Solution and any implementation services that may be required.

While individual consultants can take ownership of one or more specific functional areas according to their skills, they will always work in cooperation, and under the supervision and quality assurance of the designated team lead consultant or its back-up. Guidance by the team lead consultant will ensure the overall integrity of the Solution and its processes.

#### 5. Reporting and Meetings

The ESM's official working language is English. The Services must be delivered in English. All business exchanges and all administrative matters with the selected provider, including but not limited to the Framework Agreement, any release orders issued under the Framework Agreement, invoicing, account management, analysis, reporting and other documentation must also be in English.

##### **Quarterly SLA Summary Report:**

The Service Provider will provide written quarterly SLA reports to the ESM, at the latest by the 10th working day of each quarter following the quarterly reporting period. Those reports will detail the performance of the Service Provider against the agreed KPIs, the number of tickets received from the ESM, number of incidents raised and resolved in the previous quarter etc. The exact content and format of such quarterly reports will be as agreed between the Parties.

##### **Bi-annual meetings:**

The Service Provider will conduct formal reviews with the ESM on a bi-annual basis to be agreed during the term of the Framework Agreement. Such bi-annual meetings will include a review of the Services conducted since the last bi-annual meeting, updates on KPIs/SLA performance via dashboard reporting, spend and cost review (financial performance vs. budget), marketplace overview, trend analysis, opportunity analysis, improvement opportunities, and provision of new initiatives and systems which may be of benefit to the ESM.

#### 6. Key Performance Indicators (KPIs) and Service Level Agreement (SLA)

The Framework Agreement awarded as a result of this procurement procedure will include a service level agreement with minimum required 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.

**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/05/SN/RYP/19, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: IT/05/SN/RYP/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
	1	Pass/Fail	The Candidate must have an annual, global revenue in excess of <b>€1.2M euros</b> 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.	<ul style="list-style-type: none"> <li>Confirmation of Pass or Fail</li> </ul>

## 2.2. Technical or professional ability

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
	1	Pass/Fail	Confirm that the Candidate has <b>ServiceNow Gold Partnership level</b> for Services or Technology.	<ul style="list-style-type: none"> <li>Confirmation of Pass or Fail and,</li> <li>As evidence, copy of the certification</li> </ul>
	2	Pass/Fail	Confirm that the Candidate has executed <b>minimum two (2) ServiceNow implementation projects</b> with Facility Management in Europe in the last three (3) calendar years.	<ul style="list-style-type: none"> <li>Confirmation of Pass or Fail and,</li> <li>As evidence, a summary description including the following information: <ul style="list-style-type: none"> <li>i) name, size, scope, complexity and short description of the referenced implementation projects</li> <li>ii) implementation projects' start and end dates</li> <li>iii) if any services within the references provided were subcontracted, and if yes which elements and to whom</li> <li>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)</li> </ul> </li> </ul>
	3	Pass/Fail	Confirm that the Candidate can provide minimum <b>ten (10) ServiceNow certified Implementation Specialists</b> (main line certifications) - IT Service Management and minimum <b>ten (10) certified Application Developers</b> (main line certifications) with an experience of minimum <b>three (3) years</b> .	<ul style="list-style-type: none"> <li>Confirmation of Pass or Fail, and</li> <li>As evidence, describe the resources available at the provider's disposal</li> </ul>
	4	Pass/Fail	Confirm the Candidate has at least <b>one (1) application</b> in the ServiceNow store with a rating of four (4) stars or higher	<ul style="list-style-type: none"> <li>Confirmation of Pass or Fail and,</li> <li>As evidence, link to the respective app in the SN app store.</li> </ul>

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

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Authorisation and Suitability to Carry out the Relevant Professional Activity	1	Pass/Fail	Confirm and provide evidence that you have an authorisation to perform the services described in Annex 1 under national law applicable to the Candidate	<ul style="list-style-type: none"> <li>Confirmation of Pass or Fail</li> <li>Relevant supporting documents such as a recent copy of a document confirming inclusion in a relevant professional or commercial register</li> </ul>

### 2.4. 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.

