

European Stability Mechanism



## **Pre-Qualification Document**

**PQ Ref. No.: HR/03/CL/Ryh/19**

**Long-term lease of new vehicles**

**24/04/2019**

## 1 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 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

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 & 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

The ESM intends to establish a framework agreement (the “**Framework Agreement**” or “**Contract**”) for the provision of long-term lease of new vehicles.

The Framework Agreement to be awarded as a result of this RfP will have a four (4) year term.

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

### 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.	Contract notice and PQD publication date	24/04/2019
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	03/05/2019
3.	Response to the clarifications/questions on the contract notice and the PQD	Regularly
4.	Deadline for submission of Applications (the "Applications Deadline")	<del>15/05/2019 14:00 hrs (local Luxembourg time)</del> 31/05/2019 14:00 hrs (local Luxembourg time)
5.	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	31/05/2019 06/06/2019

### **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 the 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, as requested	PDF

### 3.6. 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: 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 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.

<b>ELIGIBILITY 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 FA 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**

### **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 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 FA 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, 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.

### **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:

2. 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;
3. a document authorising the consortium leader to act on behalf of the consortium member(s) (e.g. power of attorney);
4. 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
5. 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:

- 2 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
- 3 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 FA to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the FA 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. Background and objective

The ESM intends to establish a Framework Agreement with one Service Provider for provision of long-term hire of lease vehicles. The expected number of lease vehicles is one collective lease vehicle (“minivan”) and 5 to 10 berline/sedan lease cars. This number may be reviewed to fit the ESM needs during the duration of the Framework Agreement.

The ESM lease vehicles policy is currently under review and some conditions may be further specified in the RfP document (e.g. option to buy the lease vehicle, choice of mileage between two options, category of the replacement car).

### 2. Description of the vehicles

#### a) Individual lease cars

The lease cars must be berline/sedan cars or SUVs with a minimum of 4 doors and a neutral colour, gasoline, diesel, hybrid motorisation, manual or automatic gear. The type of vehicles shall fall in the segments E or F, mid-size & full-size SUVs and crossovers – D-Suv & E-Suv.<sup>1</sup>

The Candidates must provide quotations for the long-term lease of each the following vehicles in the conditions defined below. Note that the list of brands/models will be defined at the RfP stage and communicated only to the pre-selected Candidates. The brands/models provided during the term of the Framework Agreement shall correspond always to latest models available on the Luxembourg market.

Brand/Model	Cm <sup>3</sup>	KW	EURO Exhaust Emission Standard	l /100 km	Maximum mileage	Other

Quotations for each vehicle listed in the table above must include the following **minimum equipment**:

- Airbags
- Satellite navigation
- ABS

<sup>1</sup> [https://en.wikipedia.org/wiki/Euro\\_Car\\_Segment](https://en.wikipedia.org/wiki/Euro_Car_Segment)

- Central lock
- Air conditioning
- Electric windows
- Diesel vehicles must be equipped with a particle filter or an equivalent system
- 2 full sets of keys

The Candidates may include other equipment as optional in their proposals.

### b) Minivan

The collective lease vehicle must be with 5 doors, 6 comfortable passenger seats, neutral colour, dark tinted rear windows, diesel, automatic gear. The type of vehicle shall fall in the segment M, large passenger vans.<sup>2</sup>

The Candidates must provide quotations for the long-term lease of the collective vehicle in the conditions defined below. Note that the list of brand(s)/model(s) will be defined at the RfP stage and communicated only to the pre-selected Candidates. The brand(s)/model(s) provided during the term of the Framework Agreement shall correspond always to latest models available on the Luxembourg market.

Brand/Model	Cm <sup>3</sup>	KW	EURO Exhaust Emission Standard	l /100 km	Maximum mileage	Other

Quotations for each vehicle listed in the table above must include the following **minimum equipment**:

- Airbags
- Satellite navigation
- ABS
- Central lock
- Air conditioning
- Electric windows
- Diesel vehicles must be equipped with a particle filter or an equivalent system
- Heated driver and passenger seats
- Electric side sliding doors
- Park assistance system
- 2 full sets of keys

The Candidates may include other equipment as optional in their proposals.

### 3. Lease modalities

Within the concluded Framework Agreement individual lease contract *per* vehicle will be agreed, including conditions for termination and renewal of the lease contract.

<sup>2</sup> [https://en.wikipedia.org/wiki/Euro\\_Car\\_Segment](https://en.wikipedia.org/wiki/Euro_Car_Segment)  
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The term of the lease contracts for the individual vehicles is, in principle, 36 months with total maximum mileage of 90.000 km or 120.000 km.

The term of the lease contract for the collective lease vehicle is, in principle, 36 months with total maximum mileage of 180.000 km.

#### **a) Taxes**

In application of its Headquarters Agreement, within the scope of its Official Activities, the ESM is exempt from VAT.

The Service Provider will undertake all other tax formalities for each lease vehicle, including but not limited to the '*taxe d'enregistrement*' and '*taxe de circulation*'.

#### **b) Car delivery and registration**

The Service Provider will communicate in writing about the delivery date of the vehicle. On the day of the delivery, the ESM will sign and date a delivery note attesting the exact mileage of the lease car, the accompanying documents and the number of keys provided.

The Service Provider will perform all necessary administrative tasks to ensure the registration of the vehicles with the Luxembourg authorities. All vehicles will be registered with CD number plates.

The Service Provider will be designated as owner of the vehicle, and the ESM/the individual receiving the lease car will be designated as Hirer. The individual lease cars will be registered by the Service Provider on the name of the individual receiving the lease car. The collective lease vehicle will be registered on the name of the ESM.

#### **c) Insurance**

The Service Provider must include the contracting of a '*multi-risques*' (including but not limited to damage to property, glass breakage, theft of car, theft of keys, theft of personal property and fire, contact or a collision with animals/game in a public space, force of nature) and '*multi-conducteurs*' insurance policy for each of the lease vehicles. Such insurance must also cover public liability and legal aid. The insurance shall cover all journeys (professional and personal).

The Service Provider will carry out all necessary formalities with the insurance company, and will in particular provide in a timely manner all required documents (such as the '*cartes vertes*').

#### **d) Maintenance**

The Service Provider must ensure maintenance and repairs of the lease vehicles at no additional cost for the ESM according to the manufacturing instructions and including:

- providing, storing and installing of winter and summer tyres each year
- replacement of tyres as legally required or as prescribed by the manufacturer
- periodic technical inspections ('*passage au contrôle technique*')
- Oil changes, including immediate topping up and periodic checks
- set of replacement bulbs, yellow reflective jacket and an emergency warning triangle, fire extinguisher, first aid kit

All maintenance services and repairs must be carried out in authorised official garages.

In the event of accident, the offer for the repair will be prepared by the Service Provider.

#### **e) 24/7 Technical Assistance**

The Service Provider will ensure breakdown recovery and roadside assistance service. The Service Provider will ensure a contact person available and reachable 24/7 on phone/email to assist in the event of accident.

The Service Provider will ensure repair of the vehicle in case of breakdown on the road within one hour, and renting of another vehicle allowing to continue the trip within 3 hours.

#### **f) Replacement car**

A replacement car will be provided at no cost for the ESM, if the lease vehicle cannot be used for more than 24 hours during repairs or maintenance. Such replacement car may be required to be of the same category.

#### **g) Fuel Management**

A fuel card must be provided for fuel payment, as well as for car wash and toll road payments for each lease vehicle.

#### **h) Environmental compliance**

The Service Provider will ensure full observance of the legal requirements concerning environmental protection during the maintenance and repair operations.

The European Exhaust Emission Standards of a lease vehicle must be EURO 6, EURO 6b, EURO 6d – Temp or EURO 6d, or a higher standard.

### **4. Language**

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

### **5. Reporting**

The Service Provider will provide on request by the ESM short reports stating the mileage consumption, the fuel consumption, any accident related expenses incurred per lease vehicle ("fleet overview").

**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 duly sign by an authorised representative the below Declaration on the Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest.



**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)\* 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 FA 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.: HR/03/CL/Ryh/19, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: HR/03/CL/Ryh/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/question 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
Economic and Financial Standing	1	Pass/Fail	The Candidate must have public liability insurance	1. Confirmation of Pass or Fail and, 2. As evidence copy of your public liability insurance certificate
	2	Pass/Fail	The Candidate must have an annual, global revenue in excess of <b>EUR 900,000</b> in each of its last <b>two (2) most recent completed fiscal years</b> from the provision of services as described in Annex 1	1. Confirmation of Pass or Fail

### 2.2. Technical or professional ability

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Technical or Professional Ability	1	Pass/Fail	Confirm the Candidate has delivered services of similar scope as described in Annex 1	1. Confirmation of Pass or Fail and, 2. At least <b>3 references</b> (from the <b>last three calendar years</b> ) for delivery of long-term lease of new vehicles to international public or private organisations, EU institutions or international financial institutions. Please indicate the name of the entity or client industry, the type and number of the lease vehicles, duration of the leasing contract
	2	Pass/Fail	Confirm the Candidate has <b>at least 5 years of experience</b> (as the date of this tender publication) in the domain of long-term lease of new vehicles	1. Confirmation of Pass or Fail and, 2. As evidence certificate of incorporation/formation or equivalent

	<b>3</b>	<b>Pass/Fail</b>	Confirm the Candidate undertakes all actions by itself and its suppliers to ensure <b>environmental compliance</b> , in particular concerning waste oil and waste tyres (e.g. disposal, recycling, storage)	<ol style="list-style-type: none"> <li>1. Confirmation of Pass or Fail and,</li> <li>2. As evidence ISO 14000 or EMAS certificate or equivalent certifying environmental friendly measures taken by the Candidate and its suppliers in their operations</li> </ol>

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

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
<b>Authorisation and Suitability to Carry out the Relevant Professional Activity</b>	<b>1</b>	<b>Pass/Fail</b>	Confirm that the Candidate has an authorisation to perform the services described in Annex 1 under national law applicable to the Candidate and in Luxembourg.	<ol style="list-style-type: none"> <li>1. Confirmation of Pass or Fail and,</li> <li>2. As evidence a recent copy of a document confirming inclusion in a relevant professional or commercial register</li> </ol>

FOR INFORMATION ONLY ITEMS		
Item No	Item description	RESPONSE
<b>1.</b>	Value of the public liability insurance	<ul style="list-style-type: none"> <li>• Indicate the maximum level/value of your public liability insurance. For the avoidance of doubt, the level of your public liability insurance is for information only and will not be assessed.</li> </ul>

### **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 Response to PQ Ref. No.: HR/03/CL/Ryh/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 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:**

<b>Name of the authorised contact person for matters pertaining to this PQ</b>	
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<b>E-mail:</b>	
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**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