

European Stability Mechanism



Pre-Qualification Document

PQ Ref. No.: FM/14/TSA/AA/19

**Travel Advisory Services, Travel Security and Trainings
Services on demand**

06/01/2020

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, 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

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

2.1 Overview of the Procurement Requirement

The ESM intends to establish a framework agreement (the “**Framework Agreement**” or “**Contract**”) for the provision of Travel Advisory Services, Travel Security and Trainings Services on demand. 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.

2.2 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.

2.3 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	06/01/2020
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	24/01/2020 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”)	30/01/2020 11:00 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	06/02/2020

2.4 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
Attention: Mr Ampeglio Amore

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.

2.5 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.
- 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.

2.6 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, exclusion 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

2.7 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

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Attention: Mr Ampeglio Amore

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 eligibility, 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.

2.8 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.

ELIGIBILITY AND EXCLUSION CRITERIA – elements of the evaluation	
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**):

SELECTION CRITERIA – elements of the evaluation	
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).

3. Terms and Conditions of this PQD

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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 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 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.

3.6 Transfer of Undertakings

The Candidates acknowledge and accept the possibility that if they are awarded the Contract, the Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour Code as amended from time to time (collectively the "Regulations"). Consequently, the Candidates acknowledge and accept the possibility that if they are awarded a Contract the staff employed by the existing service provider performing the services to the ESM (the "Employees") may, if necessary, be taken over and/or transferred automatically, by the virtue of the Regulations.

The Candidates are therefore invited, if deemed appropriate and if not already included in the procurement documents, to request the ESM to provide any necessary information regarding the Employees. The ESM reserves the right to answer questions at a later stage of the procurement procedure if deemed appropriate in the ESM's sole discretion.

Should the Regulations be applicable, the existing service provider and the successful Candidate will fully comply with all of their obligations under the Regulations and will take all necessary steps to facilitate the takeover and/or transfer of the Employees. Any discussions regarding potential takeover and/or transfer of the Employees will be directly between the existing service provider and the successful Candidate. All the costs incurred by the successful Candidate in relation to the application of the Regulations will be borne solely by such Candidate and will not give rise to any financial

compensation from the ESM and will not affect in any way the financial proposal submitted by the successful Candidate.

For the avoidance of doubt, no Employee will be transferred to the ESM.

ANNEX 1 - TERMS OF REFERENCE

1. Background and Overview of Requirements

1.1 General Overview

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

ESM members of staff often travel on various missions around the world. For that reason, The ESM has a duty of care to its members of staff to ensure their safety and security by providing travel advisory services, travel security, and training on demand (together, the “**Services**”). The Services are further described in detail in this Annex A. The ESM requires a single provider (the “**Service Provider**”) to provide the ESM with these Services. It is anticipated that the new contract will commence in May 2020

The Service Provider will also be required to centralise the management and delivery of the Services, working alongside with the ESM’s Facilities Management Team (the “**FM Team**”). The role of the Service Provider will be to not only maintain business continuity of the Services, but also to standardize and improve the quality of the Services. Throughout the life of the contract, the Service Provider is expected to be proactive in identifying and delivering efficiencies concerning the relevant Services.

1.2 Overview of Services

The ESM is looking for a Service Provider able to provide the following services:

- **Mandatory Travel Advisory Services**
 - Online Platform
 - Telephone Advice Service
 - Online Travel Security Courses
 - Emergency Evacuation and Extraction Services
 - Establishment of a Crisis Centre
- **Additional Travel Advisory Services (on demand)**
 - Travel Tool
- **Travel Security Services (on demand)**
 - Personnel Security
 - Protection Services
- **Training Services (on demand)**

2. Travel Advisory Services

The Service Provider will be required to provide the travel advisory services as described in this Section 2 (the “**Travel Advisory Services**”). The Travel Advisory Services include both mandatory and additional services. The Service Provider must make both available to the ESM, yet the ESM will be under no obligation to purchase the additional services.

2.1 Mandatory Travel Advisory Services

The Service Provider will make Travel Advisory Services available to all members of staff. The ESM currently has 207 members of staff. The Service provider should be aware that this number may be subject to change.

As part of the Travel Advisory Services, the Service Provider will provide the following:

a) Online Platform

The Service Provider will provide all members of staff with unrestricted access to a dedicated platform containing travel security information, analyses, comprehensive advice and recommendations, as well as background information on travel destinations (the “**Online Platform**”). The Online Platform must be made available via website and phone application. Members of staff will be able to sign-up for alerts for the destination they are travelling to and to collect and analyse information independently.

The Online Platform information will include advice and information on the following, non-exhaustive topics:

- Travel updates;
- Recent incidents/ special incident alerts;
- Country and city profiles;
 - Cultural guides;
 - Economic guides;
 - Medical advice (medical care, food and water, vaccinations, disease risk, etc.);
 - Regional variations;
 - Terrorism;
 - Transport;
 - Natural hazards;
 - Operational;
 - IT-security; and
 - Other referrals.
- Country and city travel risk ratings.

The Online Platform will contain a country risk assessment of all nations worldwide with the aim of categorising countries operationally according to their risk level and to provide advices to mitigate risks.

The Service Provider will provide a travel security risk rating to each country/territory evaluating the threat posed to travellers by political violence (including terrorism, insurgency, politically motivated unrest, and war), social unrest (including sectarian, communal and ethnic violence) as well as violent and petty crime. Other factors, such as the robustness of the transport infrastructure, the state of industrial relations, the effectiveness of the security and emergency services and the country’s susceptibility to natural disasters should also be considered in the risk rating where they are of sufficient magnitude to impact the overall risk environment for travellers.

Country, city, and travel risk assessments should be presented in the following categories or similar:

- Very low;
- Low;

- Medium;
- High; and
- Extreme.

The Online Platform provided by the Service Provider will have a minimum availability of 99.95% per month, excluding planned maintenance or planned unavailability notified to the ESM at least 48 hours in advance. Possible downtime of the platform for planned maintenance or planned unavailability should be as short as possible and not exceed four (4) continuous hours.

The Service Provider will provide 24/7 technical support on request via a helpdesk in case of technical problems with the Online Platform.

b) Telephone Advice Service

The Service Provider will provide members of staff with 24/7 telephone access to security specialists for support and up-to-date security and safety information, including information available on the Online Platform (the “**Telephone Advice Service**”). The Service Provider will also provide advice and assistance on the specific travel plans of the members of staff by telephone.

The Telephone Advice Service will include the following non-exhaustive aspects:

- Advice on pre-travel concerns;
- Provide support in compliance with applicable travel security national and international laws; and
- Real-time security and safety information.

c) Travel Security Online Courses

The Service Provider will provide online learning courses including visual course(s) and supporting course materials to prepare and educate members of staff (the “**Online Travel Security Courses**”). The Service Provider will propose Online Travel Security Courses in order to train members of staff on travel security risks and related travel security issues e.g., essential medical, personal safety, and travel information on countries or events around the world. The possibility to upload such Online Travel Security Courses into the ESM’s training platform would be considered as an advantage.

Online Travel Security Courses will cover the following non-exhaustive list of topics:

- Preparation;
 - Practical advice before you travel;
 - Principles of personal security;
 - Health precautions.
- Travel;
 - Manage risks while away;
 - What to avoid, and precautions to take, while travelling in an unfamiliar country.
- Respond;
 - Knowing what to do when things go wrong;
 - Advice on how to respond to acts of violence, crime, natural disasters, and health issues.

Online Travel Security Courses will be available in English. The maximum duration of each course should be no longer than 30 minutes.

The Online Travel Security Courses will include a short knowledge check at the end and should produce a certificate for the person who completed it. The Service Provider will not charge any additional costs for the online learning as costs for the Online Travel Security Courses should be covered as part of the providing Online Platform.

d) Emergency Evacuation and Extraction Services

The Service Provider will provide members of staff with evacuation assistance and assistance in case of emergencies including advice on managing an emerging risk, medical and safety incidents, and response to a critical situation (the “**Emergency Evacuation Services**”).

In certain critical cases where there is an emergency (e.g.: global security incident and/or physical security incident), there may be a need to evacuate or extract a traveller from their location. In such cases, the Service Provider’s operatives deployed on the ground will be required to establish communication, conduct effective liaison with local stakeholders and identify extraction routes in the event that a decision is taken by the ESM to extract the member of staff in the location. The Service Provider’s operatives will be required to remain with the traveller throughout the evacuation situation. They will ensure a timely coordinated response to an emergency. The Service Provider will have a network of doctors and nurses, multilingual coordinators, security experts, and air and ground logistics specialists, who offer assistance services worldwide in different languages and dialects in support of the Emergency Evacuation Services.

If a member of staff is in a situation where Emergency Evacuation Services may be required, recommendations to the ESM for any actions will be made by the Service Provider’s security personnel, in close consultation with the interested parties: i.e. governments, security analysts etc. The Service Provider will advise the ESM on how to proceed and will act only on the direction of ESM Authorised Personnel. If the ESM approves the evacuation of a member of staff, the Service Provider will use all efforts to use transport provided by scheduled airlines. However, the Service Provider can utilize other available resources to accomplish the evacuation, including private aircraft, helicopter, railway, ground and water transportation, in which event the point of departure may vary.

In the event that an evacuation becomes impractical or dangerous, the Service Provider will use all reasonable efforts to maintain contact with the affected person(s) until an evacuation becomes practical or the emergency has ended.

The Service Provider will arrange for evacuation promptly after the decision to evacuate is made by the ESM. If there is a serious threat to travelling members of staff and the Service Provider cannot contact the ESM Authorised Personnel, the Service Provider may, acting reasonably, take action deemed necessary to protect the members of staff without the prior consent of the ESM Authorised Personnel. The Service Provider must however notify the ESM Authorised Personnel of the action taken as soon as reasonably possible. The Service Provider will use all efforts to make evacuation arrangements available for maximum of five (5) days. However, the commencement and duration of such arrangements will be determined by the Service Provider in consultation with the ESM, based on the nature of the emergency and other circumstances.

The Service Provider undertakes to carry out a medical emergency evacuation or repatriation. If necessary, with medical and safety-related accompaniment, to a suitable medical facility.

The Service Provider will provide the following minimum support:

- Organisation of an ambulance and transport to the nearest hospital or clinic;
- Admission to hospital, securing the deposit in the hospital and monitoring the condition of the patient to ensure appropriate medical care;
- Coordinating travel arrangements for the patient's family members;
- Provision of all necessary medical equipment for medically assisted transportation;
- Medical personnel to support in the repatriation of ill or injured persons, including intensive care if required;
- Control and access to medically equipped aircraft;

- Repatriation of mortal remains;
- Establishment of a hotline/ provision of a counsellor for psychological health counselling.

e) Establishment of a Crisis Centre

In the event of a developing emergency security situation, the Service Provider will determine if there is a need to establish a crisis centre, its duration, and location, based upon the severity of the situation and resources at its disposal in the country or region of concern, or elsewhere. The Service Provider will advise the ESM on how to proceed and will act only based on the decision of ESM Authorised Personnel. The Service Provider will deploy a security team or activate local security providers to the crisis centre to facilitate close support of members of staff in the affected area. The Service Provider deployment of resources shall be directed by the Service Provider's respective region security centre and supported by cross-functional medical, security, aviation and logistics team in the relevant regional security centre. The crisis centre personnel will use their best efforts to establish contact with members of staff in the affected area in order to provide practical advice, to review the security situation, and to keep the ESM Authorised Personnel informed of developments, plans, and recommendations.

2.2 Additional services

The Service Provider is required to provide the following services in addition to the mandatory services above described, but the ESM will be under no obligation to purchase these services. For the avoidance of doubt, the Service Provider must be able to provide these additional services but the ESM reserves the right to buy or not to buy the following services:

a) Travel Tool

The Service Provider will provide the ESM with a software tool to prepare members of staff for their trips and provide them with information during their trips, and to enable the ESM Authorised Personnel to access information on where members of staff are travelling (the "Travel Tool"). If the ESM opts to purchase the Travel Tool, the Service Provider will implement it so that it is integrated to the ESM's travel agency booking system. The Travel Tool will ensure that all travel bookings made via the ESM travel agency booking system are automatically registered in the Travel Tool. Members of staff will also have the option to upload travel bookings directly into the Travel Tool. If bookings are not made via the ESM's travel agency booking system, members of staff should be able to forward a trip confirmation e-mail to a general mailbox to enter the trip details. This mailbox should have a restricted access to limited number of the Service Provider's employees. Alternatively, if a general mailbox cannot be made available, members of staff will be given access to enter the travel planning data on a dedicated website linked to the Travel Tool. The Travel Tool must continuously provide up-to-date travel information to the member of staff from a range of Global Distribution Systems (GDS) all over the world (Amadeus, Apollo, Galileo, Sabre, Travelsky, Worldspan, Axess or equivalent). A phone application must be provided including the possibility to add travel information. The Travel Tool should allow the ESM Authorised Personnel to monitor travellers based only on the travel information provided by the travel agency, provide information on traveller risk exposure, and keep travellers up to date. The Travel Tool proposed by the Service Provider should also have the possibility to give members of staff the option to select further monitoring if they so require.

Based on the information from the travel bookings, the Travel Tool will automatically send e-mails to members of staff containing easy-to-understand country summaries before their departure. Travellers will receive the following details prior to their travel: the itinerary, medical information, vaccinations required, security, travel and cultural information, and destination advice. The ESM will be able to add additional content as needed. The Travel Tool will have a functionality requiring members of staff to confirm that they have read the information.

The Travel Tool will allow members of staff to benefit from real-time travel advice and support. The Travel Tool will require members of staff to consent to providing their private travel information to the ESM if they opt to use the Travel Tool for their private bookings.

The Travel Tool will provide the following minimum functionalities:

- travel tracking based on travel information and information provided by members of staff with their consent;
- destination guides and risk assessments;
- real-time alerts (non-emergency, emergency and personalized alerts);
- two-way messaging and communications including SMS and e-mail update capability;
- auditable records of interactions;
- use core mobile platforms;
- reporting capabilities;
- user friendly.

The Travel Tool will capture and store travel information securely.

The ESM will regularly provide the Service Provider with an updated contact list containing names and contact details of the members of staff in a defined format provided by the Service Provider, the ESM reserves the right to decide on the information to be provided.

The Travel Tool will also contain the following capabilities:

- **On-the-go updates**

When travelling, the Travel Tool will keep members of staff up-to-date with the latest medical and security developments at their destination via e-mail and app.

The Travel Tool will automatically send members of staff the latest medical, safety, and travel medical information, and advice so that travellers can identify problems early, take care of their safety and minimize work interruptions.

The app will provide members of staff with a quick overview of the nearest assistance centres, as well as a search functionality for the latest medical and safety advice for their location in order to be able to make targeted decisions on critical health and safety issues that can affect the well-being of the employee. The Travel Tool will also provide members of staff with the possibility to search through notifications for other locations.

- **Incident and Emergency Management**

The Travel Tool will make it possible for the Service Provider and the ESM to find and communicate with travelling members of staff. A text and map-based search based on the travel information in the Travel Tool should be available in the Travel Tool so that it will be possible to find travellers quickly if required and to contact them in an emergency. Additional information such as the medical risk assessment or the travel risk assessment should be displayed on the maps.

It should also be possible for Authorised Personnel to filter by trip by different periods. This search functionalities should produce results such as location (airport, city, country, and region), name of the traveller, date, risk assessment, flight, train, hotel, itinerary (PNR), communication history, and current warnings.

If an emergency situation occurs, the Service Provider will immediately send a notification message to all identified travellers who are in the relevant location at the time of the incident informing them of the incident and requiring them to respond. In order to increase the chances of affected travellers receiving the updates, travellers should be contacted via several channels e.g., e-mail, SMS, text-to-

speech. The Service Provider will continue attempting to contact the relevant travellers until they receive a response.

The Travel Tool should make it possible for Authorised Personnel and the Service Provider to see whether the traveller has read the message. After checking the replies of travellers, the Service Provider should advise the ESM of the necessary activities that should be carried out to take into account those who have not replied or who have been declared missing. If there is a serious threat to travelling members of staff and the Service Provider cannot contact the ESM Authorised Personnel, the Service Provider may, acting reasonably, take action deemed necessary to protect the members of staff without the prior consent of the ESM Authorised Personnel. The Service Provider must however notify the ESM Authorised Personnel of the action taken as soon as reasonably possible.

The Travel Tool will also have a functionality to export the list of affected travellers and send it as a table to the Authorised Personnel.

If an emergency situation occurs, two (2) status update e-mails should be sent to the ESM Authorised Personnel at the ESM. The first status update email should be sent within 40 minutes of the identification of the event and the second should be sent within 60 minutes of identification of the event).

These e-mails will contain the following minimum information:

- The details of incident;
- Number of ESM travellers at the destination;
- Number of ESM travellers about to arrive at the destination;
- Number of ESM travellers who are unreachable due to missing or invalid contact information.

A third status update e-mail should be sent to the ESM Authorised Personnel if there are still travellers who have not responded. This e-mail should be sent within 90 minutes of the identification of the event.

The Service Provider will provide specialists to advise ESM Authorised Personnel and provide information on the current situation, traveller information, help, and advice on how to plan support for those in need.

The Service Provider expert(s) will provide the following support:

- Support in the contacting and identifying the location of mobile members of staff;
- Informing authorized personnel about changing risks;
- Recommend options for further support.

Implementation Requirements

If the ESM decides to use the Travel Tool, the Service Provider will plan and support the full implementation. The Service Provider will also provide trainings to the ESM responsible personnel on how to operate the Travel Tool. A detailed plan, including activities and deadlines, will be agreed and included in the contract if the ESM opts to purchase access to the Travel Tool.

3. Travel Security Services

3.1 Travel Security Services

The ESM requires the service provider to provide personnel security and protection services to travelling members of staff (the “**Travel Security Services**”). The Travel Security Services are required on an on-demand basis. The Travel Security Services will be requested only in the case of high and/or extreme risk country destinations. The Service Provider will provide the Travel Security Service only on request by ESM Authorised Personnel. The ESM Authorised Personnel will contact the Service Provider directly via email to arrange the Travel Security Services if required. The Service Provider must be able to provide the service in less than 24 hours. On average, the ESM may request the Services once per year.

The Travel Security Services include two distinct types of services:

a) Personnel Security

The Service Provider will support ESM travellers on the ESM’s request to optimise their security and safety on the ground when travelling by providing the following non-exhaustive list of services:

- Meet and greet the staff member(s) at a port of arrival;
- Escort the staff member(s) for parts or the entirety of the mission;
- Provide a facilitator to accompany travellers and handle customs, visa, police procedures in countries;
- Provide transportation i.e. drivers and vehicles, as required.

b) Protection Services

The Service Provider will provide armed and/or unarmed operatives for members of staff travelling in high and extreme risk destinations, at the ESM’s request.

In the event that a traveller on a mission becomes involved in a physical security incident whereby the ESM considers that it urgently needs to deploy security personnel on the ground, the Service Provider will provide specialist and trained staff to assist such traveller.

The Service Provider will provide experienced operatives who have global reach and the ability to work up to 48 hours. All of the operatives must be capable of being deployed into challenging, and possibly high-risk situations to assist in emergencies and to assist in crisis situations.

The Service Provider must be capable of responding to operational emergencies in terms of operational and logistical support.

3.2 Travel Security Specific Personnel Minimum Requirements

The Service Provider must ensure that sufficiently qualified personnel are available for execution of the Travel Security Services in the event of an assignment by the ESM. The personnel must be trained in the relevant fields and have the necessary qualifications and skills. In addition, the personnel must have the following specific minimum requirements for protection operatives:

- Minimum six (6) years of professional experience in the field of security Services;
- Experience and training in the following:
 - Threat and risk assessment;
 - Surveillance awareness;
 - Operational planning;
 - Law and legislation;
 - Inter-personal skills;
 - Teamwork and briefing;

- Conduct of reconnaissance;
- Close protection drills;
- Route selection;
- Journey management;
- Search procedures;
- Incident management;
- Venue security
- Avoidance of conflict;
- Defusing of conflict;
- Conflict resolution;
- Application of communication skills and conflict management;
- Tactics for hostile environments;
- Protocol and working in foreign countries
- Both static and mobile tactics; and
- Convoy procedures.
- Personnel must have successfully completed the following training:
 - First Aid at Work Course (FAW) or equivalent standard;
 - First Person on Scene (FPOS) or equivalent standard;
 - Tactics for hostile environments;
 - Protocol and working in foreign countries;
- Firearms proficiency, including knowledge of the protocol for carrying weapons in foreign locations including rules of engagement, and a license and qualification to use firearms;

4. Training Services

The Service Provider will provide training sessions for the purposes of ensuring ESM employees are prepared in all aspects of travel safety and health risks when travelling (the “**Training Services**”). The ESM may request the Training Services for individuals or small groups (e.g. 5, 10 or 15 people). The ESM will indicate the number of people who will attend the training session(s). The ESM will contact the Service Provider in advance to prepare the training sessions, which can be physical or on-line.

On average, the ESM may request one training per year. The Training Services will be provided on an on-demand basis. The ESM Authorised Personnel will contact the Service Provider directly via email to arrange the Training Services if required

The following minimum topics (or equivalent) must be provided by the Service Provider as part of the Training Services:

Category 1 Basic Trainings:

- Identification and avoidance of threats;
- General and specific medical precautions;
- Basic first aid;
- In person, interactive travel safety training, including tactics, techniques, and procedures;
- Travel security and health awareness;
- Security in the field;
- Workplace threat management

Category 2 Advanced Trainings:

- HEAT training (Hostile Environment Awareness Training)

Category 3 Special Trainings:

- Preparation for specifics of a country, culture, politics, geography and existing crime (This also includes, for example safety and health aspects, travel and travel management in the respective country, living and working in the country).

The Service Provider will also provide training on general travel and travel security based on ESM internal needs.

Where applicable, each training course should include best practices for safety and health, do's and don'ts, risk management, and situation reactions and scenarios. The courses should also include pre-trip preparation, travel advice on safety and security, location safety advice, specific guidelines for travellers, common risks, general medical and health risks.

Where possible, training content should be adapted where possible both to the ESM and to its members of staff (target and person-specific).

It is an advantage if the online training versions of the courses provided by the Service Provider can be uploaded to or integrated in the ESM's online training platform.

4.1 Training Services Personnel Requirements

The Service Provider shall ensure that suitably qualified personnel are available when required by the ESM. The persons must be trained in the relevant content and have the necessary qualifications and skills to perform the Training Services.

5. Operational and Contract Requirements

5.1 Authorised Personnel

The ESM will inform the Service Provider of the ESM members of staff authorised to liaise with the Service Provider with respect to the Services (the “**ESM Authorised Personnel**”). The Service Provider will be notified in writing if there are any changes to the ESM Authorised Personnel in writing.

5.2 Administration

The Service Provider will provide one (1) monthly invoice for all the Services excluding the Travel Security and Training Services, which will be invoiced separately.

5.3 Data Privacy and Security

The Service Provider is committed to protecting the privacy and complying with applicable local data protection laws and regulations. The use of software in any context of Travel Security must be compliant with the EU General Data Protection Regulation (GDPR).

5.4 Work Supervision and Performance Review

All duties and work performed by the Service Provider (and its personnel under this contract) must be undertaken with the appropriate level of supervisory and management oversight by the Service Provider. This will be subject to inspection and approval by the ESM FM Team, from time to time.

5.5 Reporting

The Service Provider will provide regular quarterly and ad-hoc reporting to the ESM responsible personnel.

Such reports will include, but will not be limited to the following:

- Usage of the Online Platform via the web-portal;
- Usage of the Online Platform via the application;
- Number of people who completed the Online Travel Security Course(s);
- Number of people called the telephone security advice and assistance centre;
- Where members of staff travel the most?
- What is the riskiest destination that members of staff travel to on a regular basis?
- What are the countries/destination accessed?
- ESM risk travel and medical exposure

All reports will be fully anonymized, will not include any personal data, and will be used solely for statistical and security purposes. For example, X number of staff travelled Y times to W location, etc.

5.6 Personnel Requirements

The Service Provider shall ensure that suitably qualified personnel are available for the provision of all aspects of the Services. The Service Provider personnel must be trained in the relevant content and have the necessary qualifications, skills, and competencies.

5.7 Account Manager

The Service Provider will dedicate an account manager to be the first point of contact to the ESM Authorised Personnel for any contract related matters (the “**Account Manager**”). The Account Manager will also be the first point of contact to the ESM Authorised Personnel who will take decisions in case of emergencies on behalf of the ESM. The Account Manager will meet the following minimum requirements:

- ten (10) years of professional experience in security consultancy services, including a minimum five (5) years of experience in a senior management position;
- Fully proficient (clear and concise oral and written expression) in English (level C1 according to European standards);
- Strong leadership and communication skills.

The account manager's will be responsible for the following non-exhaustive list of tasks:

- Responsible for the general performance of the agreement and specific assignments under the agreement;
- Overseeing the development of the relationship between the Service Provider and the ESM;
- Working on continuous improvement initiatives;
- Working with the ESM responsible contract person on any contract related matters e.g. negotiating and preparing input for contracts/amendments;
- Creating, amending, reviewing and agreeing contract financial proposals, where required;
- Monitoring the organisation and performance of the experts implementing the specific assignments;
- Ensuring and supervising the quality control of processes and outputs;
- Attending quarterly and annual meetings and ad hoc meetings requested by the ESM.

ANNEX 2
ELIGIBILITY AND EXCLUSION CRITERIA, SELECTION CRITERIA AND
OTHER REQUIRED INFORMATION AND DOCUMENTS

1. Eligibility and Exclusion 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 Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest.



DECLARATION ON THE ELIGIBILITY CRITERIA

The undersigned, acting in his/her own name/acting as a duly appointed representative on behalf of [NAME OF ECONOMIC OPERATOR], certifies that it

1. is not bankrupt or being wound up, subject to administration or in any similar situation provided for in national legislation or regulations.
2. is not guilty of grave professional misconduct, which renders its integrity questionable.
3. 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 it resides or is established or where the contract awarded as a result of this procurement process is to be performed.
4. has not shown significant or persistent deficiencies in the performance of another contract, or with its obligations under the law.
5. or its management, staff or agents are not subject to a conflict of interest.
6. has not seriously misrepresented information required by the ESM.
7. 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 undersigned must inform the ESM thereof without undue delay. The ESM may, in its sole discretion, request evidence of the above.

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

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

1.2. Non-Collusion Declaration

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

**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.: **FM/14/TSA/AA/19**, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: **FM/14/TSA/AA/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 an annual, global revenue in excess of EUR 400,000 in each of its last three (3) most recent completed fiscal years for the provision of similar services	Attestation

2.2. Technical or professional ability

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Technical or Professional Ability	1	Pass/Fail	Candidate must have the ability and capacity (operational and human resources) to deliver all the services set out in Annex 1 to this PQD.	Attestation
	2	Pass/Fail	The Candidate must prove three years' relevant experience in the provision of the Services as set out in Annex 1 to this PQD. Experience from third parties is also taken into consideration. Please refer to art 3.5.	Attestation from the candidate and third parties in case of need, containing a list of contracts under which relevant services were provided over the past three years in the field covered by this Pre- Qualification Document together with details of their volume, values, the periods during which they were provided, the locations to which they were provided, which, if any, activities were subcontracted and to what extent.

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 requested under national law that is applicable to the Candidate.	Attestation and as evidence, provide: relevant supporting documents such as inclusion in a relevant professional or trade register and membership of a specific organisation (if such exists);
	2	Pass/Fail	The Candidate must hold ISO 9001 or equivalent during the contract period.	Copy of the existing ISO 9001 certificate or equivalent including expiry dates.

FOR INFORMATION ONLY ITEMS		
Item No	[Description of the field/area]	RESPONSE
1.1.	Will the server(s) containing ESM data be located outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
1.2	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)?	
1.3	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)?	
1.4	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)?	

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.: FM/14/TSA/AA/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:

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