

European Stability Mechanism



## **Pre-Qualification Document**

**PQ Ref. No. FM/13/ESM/AG/20**

**Provision of Events Management Services**

**10/09/2020**

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## 1. Introduction

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

More background information about the ESM may be found on the website:

<https://www.esm.europa.eu/>

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

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

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

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

## 2. Contents of this PQD

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The PQD consists of the following documents:

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

## 3.2 Overview of the Procurement Requirement

To support the fulfilment of the ESM's mandate, the ESM needs to communicate with an extensive network of ESM shareholders, investors, external partners and other parties. To promote ESM's tasks, initiatives and projects, the ESM organises various events. Events are a part of the ESM's communication efforts and an effective channel to reach ESM's targeted audience.

The ESM's events are ultimately managed by the ESM Facilities Management Team (the "FM Team").

The ESM requires the services of a dedicated and experienced single provider (the "Service Provider") with which the ESM wants to sign a framework agreement (the "Framework Agreement" or "Contract"). Currently, the event management services are provided by an incumbent provider Emotion Event Management S.A. The ESM anticipates that the Service Provider selected following this procurement procedure will be required to commence providing the event management services to the ESM in Q1 2021.

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.

## 3.3 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.

## 3.4 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	10/09/2019
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	24/09/2019 11:00 hrs (local Luxembourg time)
3.	Response to the clarifications/questions on the contract notice and the PQD	Regularly
4.	Deadline for submission of Applications (the "Applications Deadline")	07/10/2019 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	26/10/2019

### **3.5 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: Dr. Asta Gerhardt

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

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

### **3.6 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.

### **3.7 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

### 3.8 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)

PQ Ref. No.: FM/13/ESMAG/20

Attention: Dr. Asta Gerhardt

Only Applications received through these means will be accepted.

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

- a) One file per section as described above in the "Application Structure" table.
- b) Any supporting or additional files must be clearly named.
- c) All files should be named clearly with a sequential number and a relevant file name, e.g.
  - 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.

### 3.9 Eligibility, Exclusion and Selection Criteria

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

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

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

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

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

In the event that the Candidate submits an Application together with a third party/-ies and/or with sub-contractor(s), the combined capacities of the Candidate and all such third party/-ies and/or subcontractor(s) will be assessed for the purpose of meeting the 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).

## **3. Terms and Conditions of this PQD**

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### **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

### Terms of Reference

#### 1. Background and Overview of Requirements

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 (the “**ESM Building**” or “**Building**”). 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.

To support the fulfilment of the ESM’s mandate, the ESM needs to communicate with an extensive network of ESM shareholders, investors, external partners and other parties. To promote ESM’s tasks, initiatives and projects, the ESM organises various events. Events are a part of the ESM’s communication efforts and an effective channel to reach ESM’s targeted audience.

The ESM’s events are ultimately managed by the ESM Facilities Management Team (the “**FM Team**”).

The ESM requires the services of a dedicated and experienced single provider (the “**Service Provider**”) with which the ESM wants to sign a framework agreement (the “**Framework Agreement**” or “**Contract**”). Currently, the event management services are provided by an incumbent provider Emotion Event Management S.A. The ESM anticipates that the Service Provider selected following this procurement procedure will be required to commence providing the event management services to the ESM in Q1 2021.

The Service Provider will perform event management services (the “**Services**” or “**Event Services**”) as described in detail in these Terms of Reference, and will remain the single contact person for the delivery and management of Services. The Service Provider will be expected to work alongside with the FM Team and other divisions within the ESM such as e.g. Communication, Corporate Governance and Internal Policies, and with various other internal clients throughout the ESM. The Service Provider will be the main contact person to the internal event requestors. The role of the Service Provider will be to not only maintain business continuity of the Services, but also to add value in standardising and improving the quality of the Services (e.g. to be proactive in identifying improvements and delivering efficiently).

#### 2. Place of Services Performance and Practical Information

##### 2.1 Event types and volumes

The ESM hosts a number of events and those are usually held at the ESM Building. The Service Provider’s involvement will be required for all events where external attendance is required – those may vary from a shareholders event to a speaker seminar. The ESM may also host events outside the ESM premises.

Annually, the ESM hosts about 40 events, 20 of which are speaker seminars. The numbers may vary during the Contract’s term.

The ESM hosts three (3) types of external events: small (<25 participants), medium (between 25 and 75 participants) and large events (>75 participants). The participants of these events are internal and

external, such as e.g. the euro area finance ministers, the ESM shareholders, various participants from other international financial institutions, investors, etc.

## 2.2 The ESM facilities

The ESM has a modular conference area with capacity of up to 200 people at the first underground level and a canteen area with a capacity of up to 100 people at the ground level. Events are usually held at the conference area. The canteen may be used for events only if required which is typically rare.

All deliveries will be accepted at the delivery entrance at the first underground floor. The delivery entrance of the ESM Building can be used during the ESM opening times, from 06:00 am to 10:00 pm. During deliveries, the ESM security staff will be present. Information regarding the delivery entrance, Building floor plans including conference and canteen areas will be disclosed to the selected Service Provider.

The Service Provider will ensure that there is sufficient transit time to access the ESM Building (on average at least two business days in advance). Waiting times and times within the ESM Building (for e.g. unloading, installation etc.) are to be accounted for and cannot be charged extra by the Service Provider.

Deliveries will include the delivery to exact designated location within the Building (the specific room, venue or other internal location of the event) or to another location specified by the ESM. It should be noted that there are no intermediate storage possibilities for deliveries at the ESM Building.

The Service Provider can use the delivery elevator from the first underground floor to the ground floor to ease the transportation of equipment, products, food, goods, etc. The delivery elevator is restricted only for the use of service providers and the FM Team. The ESM staff cannot use this elevator. The ESM reserves the right to change the access rights to this elevator by informing the Service Provider via e-mail.

The Service Provider's presence on-site will not be required on a continuous basis. The ESM expects however that the necessary personnel for the provision of the Services will be required on-site during preparation, execution, and closure of an event and partly during the planning stage.

The Services will be performed at the ESM Building unless requested otherwise by the ESM.

## 2.3 Security and access

The Key Personnel of the Service Provider (as defined in section 4.1) will be provided with entrance badges to the ESM premises. The Service Provider will be fully responsible for the security and any loss of these items.

The Service Provider will inform the ESM in advance about any workers, who do not belong to the on-site team and do not have an entrance badge (this includes any workers of subcontractors of the Service Provider).

The Service Provider's personnel is not allowed to bring externals (this includes family members and friends) to the ESM Building.

## 2.4 Facility Management Information System (FMIS)

The ESM has an internal information system – Service Now – to record requests/incidents/feedback across various FM services. The system is also used for room bookings and other facility management services. The ESM is planning to automate the event requests in this system in the near future. The Service Provider will be given access to this system for supporting the events process.

The Service Provider's personnel will be trained to use ServiceNow by the ESM. The Service Provider will not be compensated for any time spent by the Service Provider's personnel on this. In the event of any personnel replacements, the Service Provider will train the personnel at its own cost.

## 2.5 Document management system

The ESM has an internal document management system – SharePoint. The system provides an extranet portal that is accessible to ESM providers. The Service Provider will be granted a dedicated workspace within the extranet portal where all documentation regarding the performance of the Contract will be stored and shared with FM and various stakeholders.

## 3. Description of the Services and Deliverables

### 3.1 Description of the Services

The Service Provider will provide an end-to-end 'managed-service' with qualified and adequately trained personnel for various event management services. This includes, but is not limited to, the provision of project management, hospitality and entertainment services, event related security services set-up, dismantling and clean-up control, meeting and conference facilities, furniture delivery, branding and signage, catering facilities, delivery of audio-visual and multimedia equipment, event technical support services, event management equipment, event and theme related items and accessories, invitation and registration services, interpretation(including sign language of required) and other services where required in order to ensure the quality of the planned events. For that reason, the Service Provider will also be required to conduct periodic audits on its sub-contractors.

#### 3.1.1 Project management

The Service Provider will provide strong project management expertise for during the provision of Services. The Service Provider will follow a phase approach into delivering the Services as described in *section 3.2 Deliverables* and will ensure the smooth lifecycle of the event throughout all phases.

#### 3.1.2 Provision of equipment

The Service Provider will supply, install, test, remove and fit-for-purpose fully functional audio-visual and multimedia equipment, and professional event management equipment which complies with current European standards, to facilitate and ensure the smooth, safe and effective functioning of the events.

**a) Audio-visual and multimedia equipment**

The equipment list includes, but is not limited to:

- Audio and sound equipment: conference microphones, table microphones, mobile microphones (hand held or headset), audio speakers, sound desk/mixing table, audio recording, required small components and cables as well as their protection;
- Video equipment: video projectors (mobile, stand or ceiling suspended), projection screens or walls, monitors, television sets, cameras and video recording, DVD/Blue-Ray players, required small components (e.g. mobile media tower);
- Cabling and electrical connection boxes and other electrical elements as well as their protection, as may be required;
- IT equipment: computers, notebooks, tablets, printers, Wi-Fi equipment, live streaming system, connection to social media;
- Other electro-technical equipment: e.g. mobile battery chargers and cables.

**b) Event management equipment**

The equipment list includes, but is not limited to:

- Temporary staging platforms of varying sizes, dimensions and shapes;
- Carpeting, ceiling, wall and floor coverings;
- Curtains and/or skirting and backdrops;
- Professional temporary stage multi-coloured lighting and control panels;
- Rigging equipment for the safe suspension of lighting and/or sound or other equipment, or items including clamps, ropes and other related equipment;
- Temporary room lighting (ambiance/selling etc.);

**3.1.3 Provision of furniture**

The Service Provider will supply, install, remove and fit-for-purpose, professional and contemporary event furniture, consistent with current European standards, to facilitate and ensure the smooth, safe, and effective functioning of the events.

The furniture list includes, but is not limited to:

- Mobile stage, podium and speakers' stand fit for purpose and in the required dimensions; rope barriers and stands (for indoor and/or outdoor use to allow for grouping or division of visitors and/or press), red or other coloured carpet;
- Additional event furniture such as: wardrobe (coat stand and hangers, wardrobe numbers); tables (seminar, cocktail/high tables and other table types), chairs (conference chairs with tables, chairs for reception area, additional meeting chairs, etc.), waiting area furniture, reception furniture;
- Moderation toolbox, consisting of presentation equipment (e.g. laser pointer), moderation equipment, tools, sticker, papers, pens;
- Miscellaneous accessories such as (table) flags desk name plates.

### 3.1.4 Provision of small items and accessories

The ESM may request the Service Provider to supply suitable corporate gifts, decorative and other accessories for events with a 'theme'. In such cases, the ESM will provide the following information to the Service Provider:

- Description of the desired theme (name, intent, objective etc.);
- Date, time, duration, location and number and nature of attendees (executives etc.);
- Number of attendees;
- The extent to which the ESM would like the theme to be applied (light, medium, heavy);
- Suggested decorative elements (colour schemes, flags, balloons, table decorations, invitations, wall elements, lighting, or speciality items etc.);
- Limitations and/or special considerations, if applicable;
- Other matters that may be considered as relevant under the circumstances.

Upon receipt of such request, the Service Provider will proceed to develop a detailed theme plan. The theme plan will include (but will not necessarily be limited to) the following elements:

- Identification of 'thematic' elements/accessories to be supplied;
- Sketches/photos/samples of the 'thematic' elements/accessories and proposed layouts/placement as applicable;
- A comprehensive bill of quantities including detailed unit costs of the items to be supplied;
- Any requirements the Service Provider's personnel may have;
- Special requirements, as applicable;
- Schedules, lead-times and logistical matters;
- Any Venue access requirements (from preparation to removal) the Service Provider's personnel may have.

The Service Provider will work in close collaboration with the ESM Communications team on all branding and signage matters. The ESM specific branding guidelines and templates will be provided to the Service Provider following Contract signature.

### 3.1.5 Branding and signage

The Service Provider may be required to provide printed materials, such as ESM annual report or other reports, as well as to provide certain graphic design services, such as welcome notices and agendas (either on print or on a screen), and to also distribute those.

Graphic design services, welcome notices and agendas may need to be provided in a printed or on a screen format.

Post-production support may also be required, covering activities such as producing event videos, etc.

The Service Provider will work in close collaboration with the ESM Communication team on all branding and signage matters. The ESM specific branding guidelines and templates will be provided to the Service Provider following Contract signature.

### 3.1.6 Invitation and registration services

The Service Provider may be required to manage and/or support the invitation and registration process for events.

### 3.1.7 Provision of interpretation and other services

If interpretation (including sign language) services are required by the ESM, the Service Provider will supply (as applicable):

- Equipment for simultaneous interpretation, such as booths, headsets and related materials;
- Professional, trained, and experienced 'simultaneous interpreters' in the various languages (French, German, English etc.);
- Professional, trained and experienced 'sign language interpreters';
- The provision of suitable sign language related equipment.

Additionally, the Service Provider may also be required to provide a transcription service.

### 3.1.8 On-site technical support services

The Service Provider will supply professionally qualified, on-site technical support personnel to install, operate, troubleshoot, or otherwise ensure the effective functioning of any supplied audio visual and multimedia equipment, and event management equipment. The ESM may require the services of the on-site technical support before, during, and after the event.

The on-site technical support will provide at least the following services:

- Conduct a preliminary assessment of the requirements for the room(s) designated for the event. The Service Provider will produce a list of required equipment specifications;
- Provide specific knowledge of all equipment and systems, such as computers, video-projectors, speakers and other audio-video and multimedia equipment, as well as effectively managing their provision and operation;
- Work with the ESM IT equipment – smartboards, keyboards, etc. (the ESM will provide a training on how to use the equipment);
- Ensure the correct set-up of any equipment and connect it with any other audio-video and multimedia technology already in place. The Service Provider must carry out a final test under the supervision of the event manager and/or the ESM representative at minimum, one hour before the start of the event. Depending on the size of the event, the Service Provider will perform all that is mentioned above earlier and will only re-confirm good operations on the day of the event;
- Instruct the event project manager and/or the ESM representative on how to use basic multimedia equipment in the seminar and conference rooms dedicated for an event. This is to allow the instructed person to provide first assistance to users whenever needed;
- Provide immediate and professional assistance to event participants when needed (deploying the audio equipment to speakers, technical questions, fine-tuning of audio-visuals, malfunctions etc.);
- Uninstall, dismantle, and rearrange all equipment (including cables) after the end of the event.

### 3.1.9 Hospitality and entertainment services

The Service Provider may be required to provide hospitality and entertainment services such as accommodation, transportation, social events, city tours, external dining venues, etc.

### 3.1.10 Catering services

The Service Provider will coordinate catering services for all events. The ESM has its own catering provider. The Service Provider will use the services of the ESM catering provider unless the ESM catering provider cannot provide the required services. In such cases, the Service Provider may reach out to other caterers if the same food quality is ensured.

### 3.1.11 Security services

The Service Provider will coordinate security services for all events. The ESM has its own security provider. The Service Provider will use the services of the ESM security provider unless the ESM security provider cannot provide the required services. In such cases, the Service Provider may reach out to other security providers if the same quality of security services is ensured.

### 3.1.12 Optional services

The Service Provider may be required to perform certain optional tasks as listed below.

- Host virtual conferences with up to 500 guests;
- Provide a dedicated registration page with an ability to track, accept and reject registrations;
- Provide a personalised access to the event for the participants worldwide;
- Provide an automatic notification to participants 24 hours before events;
- Ability to promote and attract more participants to attend events;
- Provide a Q&A function;
- Ability to play pre-recorded video to participants;
- Ability to join events from mobiles, tablets or computers;
- Ability to update security requirements to access events.

### 3.1.13 Other services

The Service Provider will be required to conduct dismantling and clean-up control after an event takes place. Unnecessary waste during the provision of the Services must be avoided at all times. The Service Provider will be responsible for collecting and disposing of any waste created during the Services.

## 3.2 Process and Deliverables

The Service Provider will be required to provide various deliverables during the events process, the start-up phase of the Contract and the monitoring of the performance of the Contract.

As part of the events process, the Service Provider will follow an operational procedure which will be provided to the Service Provider by the ESM following the Contract signature (and any changes thereto which have been notified by the ESM) and will provide all required deliverables. For the seminar events, a lighter process will be followed in alignment with the FM responsible person. The event project manager will be responsible for the project management, coordination, and operational tasks of all events. The event project manager will be reporting to the FM responsible person and/or the event requestor.

### 3.3 Start-up phase of the Contract

During the start-up phase of the Contract, the Service Provider will provide a list with names and contact details of the appointed Service Provider's personnel. The Service Provider will also provide a list of all sub-contractors it intends to use to provide the Services.

Based on the input provided by the ESM, the Service Provider will create an annual calendar, comprising of all upcoming events for the given year, including the events budget allocation. Following the completion of the start-up phase, this exercise will become part of the annual meeting and reporting. The ESM will communicate to the selected Service Provider which format for the event calendar is required and other documentation

In addition, the Service Provider will also provide a proposal for an event closure feedback form in Word or Excel format.

Furthermore, the Service Provider will be provided with an event questionnaire and will be asked to provide feedback for improvement to this questionnaire.

The ESM estimated that the start-up phase will be between 2-4 weeks.

## 4. Personnel Requirements

### 4.1 General personnel minimum requirements

The Service Provider will provide a dedicated team composed of key personnel and all personnel considered necessary for the provision of the Services to the ESM. The '**Key Personnel**' are the event project manager, the event assistant, the technical support, and their back-ups. The Service Provider will ensure at all times the diligent, due and proper execution of the Services by its personnel.

The Service Provider will ensure that all personnel providing the Services to the ESM will be adequately skilled, qualified, and trained for the tasks they are to perform.

All personnel (Key Personnel and any other personnel) will meet individually the following minimum non-exhaustive requirements:

- Be fully capable of performing the duties described in these Terms of Reference;
- Look presentable;
- Be helpful and courteous and able to work under pressure;
- Be able to multitask;
- Have good communication skills;
- Be fluent in English (spoken and written, corresponding to Level C1 of the Common European Framework of Reference for Languages). Knowledge of French or German will be beneficial but is not mandatory.

The Service Provider will ensure that its personnel complies at all times with the ESM security, health and safety policies, and guidelines.

#### 4.1.1 Personnel replacement

The Service Provider will ensure that the Key Personnel will be replaced only in exceptional cases and based on the ESM prior agreement.

In case of the Key Personnel's replacements, the Service Provider will ensure that all new personnel will receive an appropriate theoretical and practical introduction, which will be conducted by the Service Provider without using any ESM resources.

The Service Provider will advise the ESM as soon as possible about the need to replace any of the Key Personnel. The ESM will have the right to assess and interview the candidate(s) for the Key Personnel.

If in the reasonable opinion of the ESM any of the Service Provider's personnel is incapable of carrying out his/her duties; is unsuitable to provide the Services for any reason (including, but not limited to justified complaints from the ESM members of staff and/or visitors); or has materially failed, in the opinion of the ESM, to carry out its duties with reasonable skill and care, the ESM may require the Service Provider to replace such person.

Upon receipt of such request, the Service Provider will propose a satisfactory individual to perform the relevant tasks of the replaced person within a reasonable time. The costs of such replacement will be at the Service Provider's expense and the substitute will be no less experienced or qualified than the person being replaced.

Upon signature of the Contract, the Service Provider will deliver to the ESM responsible person a list of all names of the Key Personnel, including the back-up arrangements.

#### 4.2 Specific personnel minimum requirements

In addition to the general personnel minimum requirements, the Service Provider will be required to and liable for conducting checks regarding criminal record prior to assigning any personnel to perform the Services at the ESM. The Service Provider will be required to and liable for ensuring that its personnel assigned to perform the Services at the ESM will maintain clean criminal record throughout their assignment.

In addition, the Service Provider will be required to and liable for verifying the Service Provider's personnel assigned to perform the Services for the ESM education, qualifications, and previous experience and ensure that these are accurate and correspond fully to ESM requirements set out in the Terms of Reference.

##### 4.2.1 Account Manager

The Account Manager will have good leadership and communication skills. The Account Manager responsibilities will include, but are not limited to, the following:

- Oversee the Contract, including the start of the Services the Start-Up Phase (including any Services provided by the subcontractors );
- Monitor the provision of the Services and ensure compliance with the Service Level Specifications (SLS);
- Provide and analyse management information;
- Act as a key management contact for the ESM;
- Prepare ad-hoc reports, if necessary;
- Advise on results of data analysis, trends and industry developments to identify additional cost savings;
- Agree and review any additional key performance indicators ("KPI"), and monitor existing KPIs;
- Agree and review any changes to the defined SLS;
- Oversee the development of the relationship between the Service Provider and the ESM;
- Work on continuous improvement initiatives;
- Work with the ESM responsible contact person on any Contract related matters: e.g. negotiate and prepare input for contracts/amendments;
- Create, amend, review and agree contract financial proposals, where required;
- Attend annual and ad-hoc meetings.

#### 4.2.2 Event Project Manager

The event project manager plans, arranges, and oversees events. He/she forms a team to assist in behind-the-scenes operations ensuring that no hitches or equipment/prop malfunction occurs before, during and after the event. The event project manager uses his/hers expertise and management skill to handle the creative, electronic, technical and logistical dimensions of event planning and apply them in designing sets, accommodating audience, audio-visual output, editorial script, logistics, fund allocation and customer service.

The event project manager's will have the following profile:

- Bachelor's degree in business management, project management, hotel and hospitality management or equivalent;
- 3 to 5 years of experience in leading high-level conference planning and event project management;
- Project management skills and experience;
- Logistical, business, budget, multi-tasking, communication and problem solving skills and experience;
- Experience with project management principles and best practices;
- Relationship management and negotiation skills and experience;
- Proven ability to lead teams comprised of a variety of members with demonstrated ability to lead by influence and work under pressure;
- Excellent organizational skills with the ability to plan and meet deadlines through and with teams of people and individuals from diverse, cross-cultural backgrounds;
- Excellent communication skills with the ability to write clearly, concisely and with strong verbal communication and presentation skills;
- Strong interpersonal skills;
- Strong customer service orientation;
- Ability to read and comprehend elaborate instructions, event requests, correspondence, and memos;
- Ability to write simple professional correspondence, through email, social media and other such modern communication platforms;
- Ability to effectively present information in one-on-one and small group situations to customers.

#### 4.2.3 Event Assistant

The event assistant works closely with the event project manager in order to ease the event project manager's workload by assisting with various tasks ranging from office tasks to meeting with clients. The event project manager will define the tasks to be given to the event assistant. The event assistant will largely perform ad-hoc duties as required by the event project manager.

The event assistant will have the following profile:

- Strong communication and organizational skills;
- Passion for events;
- People-oriented person in order to successfully communicate with other members of the event team, as well as with clients and event participants;
- Ability to multitask, work independently as well as be part of a team;
- Customer oriented person;
- Eager to contribute new ideas;
- Proficient in MS Office;

#### 4.2.4 Event Hosts/Hostesses

The Events Host is responsible for ensuring that all events clients are highly satisfied throughout their event, constantly exceeding guest expectations by proactively anticipating their needs, beginning with the set up process prior to the event, all the way through the conclusion and take-down process of the event.

Event hostess's responsibilities must include, but are not limited to, the following:

- Willing to work a variety of day, night, and weekend shifts;
- Demonstrates the ability to work under pressure while multitasking;
- Extremely friendly;
- Possess a positive service orientated attitude towards all guests and employees;
- Able to move around the venue quickly and easily;
- Able to speak clearly and listen attentively to teammates and guests, occasionally in a loud environment.
- Able to speak proficient English.

In addition to the above, the Service Provider may be required to provide other skill set such as but not limited to: receptionists, wardrobe supervisors, protocol experts, drivers, guides, waiters/waitresses, guards, other support staff, etc.

#### 5. Reporting

The Service Provider will submit quarterly and annual reports in English. All reports must be submitted at least five (5) working days before the scheduled meeting. The Service Provider will aim however, to submit the reports to the ESM two (2) weeks in advance of the scheduled meeting.

In addition, ad- hoc reports will be created, if required. The Service Provider will be granted access to a dedicated workspace on ESM FM extranet where these reports and any documentation related to the Service Provider will be stored and exchanged between the Service Provider and the ESM. Documents must be uploaded as editable versions and, if approved, as PDF.

All reports must include:

- Routine operational activities, including status and performance information;
- Upcoming activities for the next reporting period;
- Financial and budget management information;
- Service Provider personnel information, i.e. planned absences, changes, etc;
- Information on submitted and pending invoices;
- Observations, questions, suggestions for improvement;
- Environmental, social and governance measures/initiatives;
- Detail on monthly quality evaluation by the ESM;
- Any other information requested.

Templates for quarterly and annual reporting obligations will be provided to the Service Provider following Contract signature. These templates are 'living documents' and the ESM reserves the rights to modify the report templates and the contents required for each report.

The report templates mainly contain tables and graphs, which have to be filled in and kept up-to-date by the Service Provider. The graphics are linked to a stored Excel file.

## 6. Meetings

The Service Provider and the ESM responsible person will meet on a monthly and an annual basis, and ad-hoc where required:

- Ad-hoc meetings;
- Monthly review meetings;
- Annual strategic meeting.

In total, there will be at minimum 12 scheduled meetings per year. The meetings will be scheduled by the Service Provider at the beginning of the year and will have an agenda prepared by the Service Provider and sent to the ESM at least one (1) week in advance of the meeting, to allow meeting participants a reasonable opportunity to prepare for the meeting and for the ESM to add any items to the agenda as necessary. The agenda of the meetings will be based on the reporting requirements, including KPIs, and any other matters deemed important by the ESM and the Service Provider.

The Service Provider will take minutes of all such meetings and will provide a copy to the ESM within one (1) week of the date of the meeting. Unless agreed otherwise, meetings will take place at the ESM premises.

More detailed information on meetings will be provided to the Service Provider following Contract signature.

## 7. Key Performance Indicators (KPIs), Service Level Specifications (SLS's)

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

**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.



## **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.: **No.: FM/13/ESM/AG/20** launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: **No.: FM/13/ESM/AG/20** 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
<b>Economic and Financial Standing</b>	<b>1</b>	<b>Pass/Fail</b>	The Candidate must have an <b>annual, global revenue</b> in excess of <b>EUR 500,000</b> in each of its last two (2) most recent completed fiscal years for the provision of similar services as set out in Annex 1 to this PQD	Attestation

### 2.2. Technical or professional ability

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
<b>Technical or Professional Ability</b>	<b>1</b>	<b>Pass/Fail</b>	Confirm the Candidate has the ability and capacity to deliver, without exception, the Services sought by the ESM as set out in Annex 1 to this PQD.	<ul style="list-style-type: none"> <li>• Attestation</li> <li>• As evidence, <b>at least three references</b> (over the past three calendar years) for provision of similar services as described in Annex 1 to this PQD. The references should include: i) a summary description of the services provided for each example, including size, scope and complexity, use of sub-contractors, if relevant and ii) client names or client industry (if for confidentiality reasons client names may not be provided).</li> </ul> <p>At least <b>one of the references</b> must be for provision of services with duration of <b>at least 1 year</b>.</p> <p>At least <b>one client</b> of the provided references shall be <b>an international or EU organisation</b>.</p>
	<b>2</b>	<b>Pass/Fail</b>	Confirm and provide evidence that the Candidate has sufficient resources possessing the required skills, experience and qualifications, infrastructure, and other necessary resources in place, readily available, and operational as of the publication date of this PQD,	<ul style="list-style-type: none"> <li>• Attestation</li> <li>• As evidence, a short description of the company profile and services that can be offered, the average annual labour force over the past three years, number of staff in similar roles as requested in the Annex 1 to this PQD.</li> </ul>

			to provide all the necessary services sought by the ESM as set out in Annex 1 to this PQD.	
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### 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>	1	Pass/Fail	The Candidate must have general liability insurance valid in Luxembourg covering the risks linked to the operation of the Services.	Copy of the insurance certificate including term of validity and amount covered.
	2	Pass/Fail	Confirm and provide evidence that the Candidate has an authorisation to perform the services under national law applicable to the Candidate.	<ul style="list-style-type: none"> <li>• Attestation</li> <li>• Relevant supporting documents such as a recent copy of a document confirming inclusion in a relevant professional or commercial register</li> </ul>

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/13/ESM/AG/20]

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