


<p>European Stability Mechanism</p> 
<h2>Request for Proposal</h2>
<p><b>Ref. No.: FC/02/OAS/MC/22</b></p>
<p><b>Outsourcing of accounts payable and other administrative activities</b></p>
<p><b>10/05/2022</b></p>

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# 1 Introduction

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## 1.1 The European Stability Mechanism

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: [www.esm.europa.eu](http://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) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (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 refer to the ESM website for more information.**

## 1.2 Overview of this RFP

This Request for Proposal (“**RFP**”) sets out the procurement requirement and procurement process of the ESM that parties are invited to respond to. The agreement to be awarded as a result of this procurement process (“**Agreement**” or “**Contract**”) will be awarded to the Candidate whose Proposal best meets the award criteria. The Agreement will include the requirements and obligations set out in the Terms of Reference, enclosed as Annex 1, and those set out in Annex 4 of this RFP as potentially adapted and agreed, if required, between the selected Candidate and the ESM during the course of this procurement procedure.

For the purposes of this RFP, candidates who wish to participate in this procurement process are referred to as “**Candidate**” or “**Candidates**” and their response is referred to as a “**Proposal**” or “**Proposals**”.

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

## 1.3 Overview of the Procurement Requirement

The ESM intends to conclude a single Agreement for the provision of the services with a single service provider (“**Service Provider**”) to support the service needs of the ESM as further detailed in the Terms of Reference provided in Annex 1 of this RFP (“**Services**”).

The ESM’s official working language is English and the Services must be provided in English.

The Agreement will be awarded for a four (4) year term.

## 2 RFP Content

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The RFP package consists of the following documents:

No.	Document Title	Comment
1.	Request for Proposal – Core Document	This document
<b>Annexes</b>		
2.	Annex 1 – Terms of Reference	Below
3.	Annex 2 – Section 1: Declaration on the Exclusion Criteria, Economic, Financial, and Operating Capacity and Absence of Conflict of Interest / Non-Collusion Declaration,  Annex 2 – Section 2: Section 3: Cover Certification Form / Consortium / Subcontractor letter	Attached
4.	Annex 3 – Selection and Award Criteria and response elements	Below
5.	Annex 4 – Commercial Response Annex	Attached
6.	Annex 5 – ESM Draft Agreement	Attached

## 3 The RFP Process

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### 3.1. Type of Procurement Procedure

This procurement process is carried out by the ESM under a deviated Negotiated Procedure in accordance with Article 9.1 (2) of the ESM Procurement Policy and is referred to in this RFP as a procurement process or a procurement procedure. This procedure is a Negotiated Procedure with Full Publication, operated in one stage. All procurement documents are published upfront for a minimum of 25 calendar days. Following the receipt of the proposals, the ESM verifies the eligibility of the Candidates and evaluates their proposals against the selection criteria set out in the Request for Proposal. Any eligible Candidate satisfying the selection criteria advances to the next stage of the Procurement Procedure. The ESM only assess the award criteria of the eligible Candidates. The ESM may negotiate with one or several Candidates who best meet the award criteria in order to bring their proposals in line with the ESM's requirements.

Once the negotiations are closed, the ESM awards the Contract to the Candidate that meets best the award criteria.

### 3.2. Procurement Process Steps and Timelines

The ESM plans to carry out the procurement process in accordance with the steps defined in the table below. The ESM reserves, at its sole discretion, the right to vary the steps and timelines.

No.	Procurement Process Steps	Timeline
1.	Publication of the Contract Notice and the RFP	10/05/22
2.	Deadline for submission of clarifications/questions on the Contract Notice and the RFP  Note: comments about the legal terms will not be clarified during this Q&A period but with the preferred candidate at a later stage.	23/05/22 11:00 hrs (local Luxembourg time)
3.	Response to the clarifications/questions on the Contract Notice and the RFP	Regularly
4.	Deadline for submission of Proposals	07/06/22 11:00 hrs (local Luxembourg time)
5.	Presentations	27/06/22 to 08/07/22
6.	Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal	14/07/22
7.	Negotiations completed (if applicable)	11/08/22
8.	Agreement's target commencement date	22/08/22

### 3.3. Eligibility, Exclusion, Selection and Award Criteria

In order to be eligible to participate in this procurement process, Candidates must be natural or legal persons and state that they are not subject to any of the exclusion situations listed in the declarations included in Annex 2 Section 1. If such circumstances arise in the course of the procurement process, the Candidate concerned must inform the ESM without undue delay.

Candidates may submit, and if requested by the ESM will 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		
Eligibility and Exclusion Criteria	Duly executed declarations as requested in Annex 2 Section 1	Pass / Fail

In order to assess a Candidate's capacity to perform the contract the ESM will apply the following selection criteria (full information can be found in Annex 3 Section 1).

In the event that the Candidate submits a Proposal together with a third party/-ies and/or with subcontractor(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.

SELECTION CRITERIA – elements of the evaluation		
Selection Criteria	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 “pass” for all “pass/fail” criteria and must comply with all eligibility, exclusion and selection criteria to be assessed further.

The Proposals submitted by the Candidates will be evaluated, in accordance with the following award Criteria (further detailed in Annex 3 section 2 and Annex 4) using both the written proposals and the presentation.

AWARD CRITERIA			
QUALITY	70%	PRICE	30%
Transition Management	10%	Price	30%
Service Delivery	40%		
Performance Management and Reporting	20%		
<b>Score available</b>	<b>70%</b>		<b>30%</b>
<b>Total Score 100%</b>			

**Technical proposals of those Candidates who received less than 50% of the maximum available score for each Quality (70%) award criteria will be deemed of insufficient quality and eliminated from further evaluation.**

The Candidates’ Commercial response will be evaluated according to the following formula:

$$\text{Candidate's Commercial Score} = \frac{\text{Lowest offered Estimated total cost}}{\text{Candidate's Proposed Estimated total cost}} \quad * \text{Maximum Price score (i.e. 30)}$$

To determine the final score, the Candidates’ score for quality will be combined with their respective score for their Commercial Response and the Contract will be awarded to the Candidate whose Proposal best meets the quality/price ratio.

### 3.4. 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](mailto:procurement@esm.europa.eu)  
Attention: Marion Courbis

Unless notified otherwise, the person indicated above will be the Candidates' single point of communication with the ESM for the duration of this procurement process ("**ESM Sole Contact**").

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

### **3.5. Clarifications of the RFP**

The process for clarifications pertaining to this RFP will be as follows:

- a) Queries can be raised to the ESM Sole Contact as identified in this RFP.
- b) Queries can be raised on any matter in this RFP, including the Annexes. However, the ESM reserves the right not to answer any particular query.
- c) The ESM will endeavour to respond to all queries and issue responses in a timely and professional manner. The ESM reserves the right not to answer any queries received after the deadline for submission of the queries has passed.
- d) Subject to point e) below, responses to the queries will be uploaded on the ESM website if they are of relevance to all of Candidates.
- e) If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide response to that Candidate only.

### **3.6. Presentations**

All Candidates passing the eligibility and selection criteria will be invited for a presentation. The ESM will coordinate the schedule of presentations promptly after notifying Candidates whether they pass the eligibility and selection criteria. These will occur via video conference. The Candidates should ensure that qualified personnel are available during this period to present their proposal and answer questions from the ESM. Presentations are anticipated to take place over thirty (30) to ninety (90) minutes, the exact duration will be confirmed when the meeting will be booked.

The ESM has planned the presentations between the 27/06/22 to 08/07/22. It is key that Candidates make themselves available during this period as it will be very difficult for ESM to reschedule presentations. The ESM will contact the Candidates to arrange the meetings and provide the agenda.

Note that no pricing information can be disclosed or discussed during the presentations.

### **3.7. Due Diligence Elements**

In order to further ascertain the viability and acceptability of the proposal and of the Candidate, the ESM, in its sole discretion acting reasonably, reserves the right to request the preferred Candidate, and in responding to this RFP the Candidates agree to provide, make available, or facilitate verification of any information certified by the Candidate and any information the ESM deems necessary to assess any potential risks related to data protection, data location, IT security, information security and legal and regulatory matters. The ESM will review this information and assess its correctness and level of risk. In case the ESM deems, in its sole discretion acting reasonably, the level of risk as too high, the Candidate will be excluded from the procurement procedure.

### **3.8. Negotiations**

The ESM may at its sole discretion either award the Contract on the basis of the initial Proposal or negotiate with one or several Candidates who best meet the award criteria in order to bring their



Proposals in line with the ESM's requirements. The ESM conducts the negotiations in accordance with the ESM Procurement Policy. By submitting a written proposal to this Request for Proposal, the Candidates commit themselves to comply with the negotiations timeline presented in the Section 3.2.

### **3.9. Notification of the ESM's decision**

The ESM will notify in writing its decision to advance or not advance the Candidate's Proposal. The notification is sent by electronic means at least fifteen (15) business days prior to the signing of the Agreement by the ESM. The Candidates whose Proposal did not advance can request, in accordance with the ESM Procurement Policy and timelines set within and in the ESM notification, a de-brief addressing the reasons for not advancing their Proposal. The de-brief will be limited to the reasons related to the unsuccessful Candidate's Proposal and will not cover any information about other Candidates' Proposals.

### **3.10.Contract Terms and Conditions**

The ESM agreement enclosed as Annex 5 to this RFP ("**ESM Agreement**") will form the agreement between the ESM and the selected Candidate. The ESM views the ESM Agreement to be fair and balanced and expects that Candidates will agree to it without reservation. By submitting a Proposal, Candidates accept the ESM Agreement without reservation and acknowledge that none of their own agreements, contracts or terms and conditions will apply.

If Candidates would like to propose any changes to the ESM Agreement they must provide, for each proposed change, a counter-proposal and a clear explanation why they consider the proposed change necessary as part of their Proposal by the deadline for the submission of Proposals. The ESM will not accept any change requests received after the deadline for submission of Proposals. The ESM will also not accept any substantial revisions/redrafting of the ESM Agreement. Any potential changes to the ESM Agreement, if at all possible and agreeable to the ESM, will be minimal in order to ensure equal treatment of all Candidates. For the avoidance of doubt, the ESM is not obliged to make any changes to the ESM Agreement. In case the ESM deems, in its sole discretion acting reasonably, that the Candidate's change requests are not acceptable and the contract negotiations have failed, the Candidate will be excluded from the procurement procedure.

## **4 Terms and Conditions of the RFP**

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### **4.1 Rights of the ESM**

By submitting a Proposal, Candidates confirm that they have taken note and accepted all terms and conditions of this RFP.

The ESM reserves the right, at its sole discretion and in exceptional circumstances, to accept Proposals received after the deadline for submission of Proposals.

After the ESM opens Proposals, 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 at its sole discretion to reject from further consideration any such Proposal.

The ESM reserves the right to request that Candidates provide documentary evidence in support of the statements made in their Proposal.

Any effort by the Candidate to influence the ESM in the process of examination, evaluation and comparison of Proposals may result in the rejection of the Candidate's Proposal.

The ESM may decide, at its sole discretion while respecting 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 Agreement is signed. 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 at its sole discretion to disclose the contents of Proposals 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 Proposals, a lack of precision, an omission or any other type of error in this RFP, it will rectify the error and inform all Candidates in writing.

## **4.2 Cost of Participating in the Procurement Process**

All costs relating to the participation in this procurement process, including in particular any costs in relation to the attendance at Presentations and of any other documents requested by the ESM and any subsequent follow-up will be borne exclusively by Candidates.

## **4.3 Materials and Documents**

All materials and documents provided by the ESM during this procurement process will remain the ESM's property. Nothing in this RFP or in any other document issued by the ESM in connection therewith will be construed as to grant Candidates any right or license to use these documents for any purpose, except the right to use them in as much as necessary to prepare their Proposals.

All materials and documents prepared by the Candidate, once submitted to the ESM in response to this procurement process, will become the property of the ESM and, irrespective of the outcome of the procurement process, may be retained by the ESM, and, in any case, the ESM will have the right to use any concept or ideas contained therein without incurring any costs or expenses or any liability whatsoever.

## **4.4 Validity of the Proposal**

By submitting a Proposal, Candidates acknowledge and agree that their Proposal will remain valid for a period of 180 calendar days from the deadline for submission of Proposals.

## **4.5 Compliance with Law**

Candidates are invited, but not bound to participate in this procurement process. Yet, the participation in this procurement process following the receipt of the RFP from the ESM implies the acceptance of the terms and conditions of the RFP and any other provisions of the RFP and any breach of these will be subject to appropriate remedies under the applicable law.

Before the Agreement enters into force, the successful Candidate undertakes to comply with all applicable laws and regulations and to obtain all relevant authorisations, permits and certificates required to provide the services described in this RFP.

Nothing in this RFP will be construed as implying a waiver, renunciation or modification by the ESM of any rights, privileges, immunities or exemptions from which ESM may benefit under the Treaty establishing the ESM or any applicable laws.

#### **4.6 Trade Name, Logo and Marks**

The ESM logo, covers, page headers, custom graphics, icons, other design elements and other words or symbols used to identify the description of the procurement requirement described are either trademarks, trade names or service marks of the ESM and its licensors, or are the property of their respective owners. These marks may not be copied, imitated or used, in whole or in part, without the explicit prior written consent of the ESM.

#### **4.7 Confidentiality**

All documents and information provided by the ESM in connection with this RFP constitute Confidential Information within the meaning of this section.

If the Candidate considers that any part of its Proposal or other documents/information submitted to the ESM include Confidential Information within the meaning of this section it must clearly mark such parts of Proposal or other documents/information as 'confidential'.

Candidates are advised that their participation in this procurement process constitutes Confidential Information except for 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 or the Candidate 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 RFP. Confidential Information does not include information which (a) was known to the ESM or the Candidate prior to receiving the information from the Candidate or the ESM; (b) becomes rightfully known to the ESM or the Candidate from a third-party source not known to the ESM or the Candidate (after diligent inquiry) to be under an obligation to the Candidate or the ESM to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the ESM or the Candidate; or (d) has been developed independently by the ESM or the Candidate or authorised to be disclosed by the Candidate or the ESM. 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 RFP, the confidentiality undertaking will prevail.

#### **4.8 Involvement of/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 RFP.

If a Candidate submits its Proposal 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.

If a Contract is awarded to a consortium, all consortium members will be jointly and severally liable towards the ESM for all obligations arising of or resulting from the Contract.

If a Candidate considers any changes in the consortium structure it must immediately notify the ESM in writing. The composition of a consortium (including the roles, activities and responsibilities of the consortium leader and each consortium member) cannot be modified or members of the consortium cannot be exchanged, whether during the course of this procurement process or during the term of the Contract, without the prior written consent of the ESM.

If a Candidate intends to subcontract some of the services offered to the ESM to a third party, the Candidate must provide as part of its Proposal:

- 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 Contract to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Contract 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.

## 4.9 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.

## 5 Structure of the Proposal

When preparing Proposals, Candidates should observe the following:

- All documents must be submitted in English.
- Any deviations from the specified requirements of this RFP that cannot be satisfied by the Candidate, should be clearly identified in the Proposal.
- In some cases, page/word limits may be 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.
- All digital copies of the Proposal should be submitted in compliance with the following guidelines:
  - a) One file per section as described in the “Proposal Structure” table below.
  - b) Any supporting or additional files should be clearly named.
  - c) All files should be named clearly with a sequential number and relevant file name.
  - d) All files should be provided in a standard non-editable format, such as PDF.

Proposal Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form	Candidates are requested to provide completed, dated and signed by a duly authorised representative Annex 2 Section 2.1 – “Cover Certification Form”	Fully scanned copy with signature in PDF
2.	Declaration on the Candidate’s Exclusion Criteria, Economic, Financial	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative Annex 2 Section 1.1 – “Declaration on the	Fully scanned copy with signature in PDF

	and Operating Capacity and Absence of Conflict of Interest	Candidate's Exclusion Criteria, Economic and Financial Capacity and Absence of Conflict of Interest")	
3.	Non-Collusion Declaration	Candidates are requested to submit completed, dated and signed by a duly authorised representative Annex 2 Section 1.2 – "Non-Collusion Declaration"	Fully scanned copy with signature in PDF
4.	Selection Criteria	Candidates are requested to address the requirements under the selection criteria listed in Annex 3 section 1	Fully scanned copy with signature in PDF
5.	Technical Proposal	Candidates are requested to address the requirements under the quality award criteria listed in Annex 3 section 2 in compliance with the Terms of Reference provided in Annex 1. Candidates are requested to submit their technical proposal <b>as a separate attachment within the Proposal submission email.</b>	Fully scanned copy with signature in PDF
6.	Commercial Proposal	Candidates are requested to address the requirements under the price award criteria listed in Annex 4 in compliance with the Terms of Reference provided in Annex 1. Candidates are requested to provide commercial proposal <b>as a separate attachment within the Proposal submission email.</b>	Fully scanned copy with signature in PDF and an writable Excel version

Forms to fill in	Candidate (including Consortium Lead)	Consortium members	Key Subcontractors
Declaration on Eligibility Annex 2 1.1	To be completed	To be completed	N/A
Declaration of Non-Collusion Annex 2 1.2	To be completed	To be completed	N/A
Cover Certification form Annex 2 2.1	To be completed	N/A	N/A
Consortium declaration Annex 2 2.2	To be completed	To be completed	N/A
Subcontractor commitment letter Annex 2 2.3	N/A	N/A	To be completed

## 6 Submission of the Proposal

Proposals must be submitted no later than by the "**Deadline for submission of Proposals**" specified at point No. 4 of the **Procurement Process Steps and Timelines** table in Section 3.2 of this RFP and must be submitted via email to:

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

Ref. No.: FC/02/OAS/MC/22

Attention: Marion Courbis

Only Proposals received through these means will be accepted.

## 7 Annex 1 Terms of Reference

### 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**”). 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.

The ESM needs to procure administrative services to support its Finance & Control (“**F&C**”) division. The services to be provided will be in the area of administrative expenses (including invoices and expense claims processing), help-desk support for queries regarding expense reimbursement and the ESM procure-to-pay process, reconciliation, controls and related reporting and other administrative and clerical tasks (the “**Services**”).

The ESM intends to conclude a contract (also called “**contract**”) with a single provider (“**Service Provider**”) to for the provision of the Services.

### 1. Description of the Services

#### 1.1 Description of the Services

The Service Provider will provide the following core Services during ESM working hours (8:00 to 18:00 Luxembourg time).

Name of the TASK	Task Description
Invoices processing	<ol style="list-style-type: none"> <li>Handling of the functional mailbox currently used to: <ul style="list-style-type: none"> <li>collect all invoices to be booked</li> </ul> Please note that it is planned that in the second half of 2022 all invoices from suppliers will be directly diverted to a separate mailbox that will interface with the Oracle Optical Character Recognition (“<b>OCR</b>”) module. <ul style="list-style-type: none"> <li>receive queries from the ESM business in case of problems with Purchase Orders (POs), receipt or invoices</li> <li>receive queries from suppliers in case of problems with the ESM’s VAT treatment.</li> </ul> </li> <li>Once implemented by the ESM, manage the invoices in the new Oracle OCR module.</li> </ol> <p>In the event that invoices are sent by mistake to the functional mailbox after implementation of the OCR module, or by paper (normal postal mail) to the ESM, the Service Provider will have to detect these promptly and email them manually to the OCR's mailbox. Note that ESM will scan paper invoices.</p> <ol style="list-style-type: none"> <li>AP reconciliations, including monthly AP reconciliation;</li> <li>Ensuring accuracy and four-eyes principle execution and documentation.</li> </ol>



Expense claims processing	<ol style="list-style-type: none"> <li>1. Support ESM staff in entering their travel expenses in the Oracle expense module when needed;</li> <li>2. In case the expense claims are sent via email (very limited cases for externals not having an account in Oracle, e.g. seminar speakers, candidates), the Service Provider will review the expense claims and book them manually in the Oracle AP;</li> <li>3. Verification of expense claims in line with the ESM Travel Policy, ESM Expense Policy and internal guidelines;</li> <li>4. Check consistency and completeness of the evidence provided (e.g. invoices, receipts, any necessary price comparison, etc.);</li> <li>5. Provide help-desk support to ESM staff for queries regarding expense reimbursements, either via the functional mailbox, direct emails, phone calls or any other systems developed in the lifetime of the contract;</li> <li>6. Reconciling sport allowance claims while keeping the related working files updated;</li> <li>7. Ensuring accuracy, four-eyes principle and a deep client orientation attitude.</li> </ol>
Procure-to-Pay (P2P) Support	<ol style="list-style-type: none"> <li>1. Support the ESM P2P cycle, including help desk support to end-users for queries and effective problem-solving assistance, particularly regarding the receiving part (e.g. receipt creation or issues related to it), and also regarding ordering (e.g. Correct GL account to be used, budget split etc.);</li> <li>2. Organise and perform end-user training on the ESM P2P process to ensure smooth “business as usual” (BAU);</li> <li>3. Support the ESM in updating internal procedures and other operational guidance (e.g. FAQ documents);</li> </ol>
Corporate credit card statement reconciliation and booking	<ol style="list-style-type: none"> <li>1. Monthly card statement reconciliation consistency, accuracy and completeness check of the relevant evidence, and of the internal approval process.</li> </ol>
Reconciliation and booking of the transactions on the corporate lodge account/s	<ol style="list-style-type: none"> <li>1. Monthly statement reconciliation for lodge travel account/s against received invoices: consistency, accuracy and completeness check of the relevant evidence, and of the internal approval process.</li> </ol>
Assistance in the VAT compliance process	<ol style="list-style-type: none"> <li>1. Receive requests from suppliers and support the whole VAT compliance process including the coordination and communication between the different stakeholders;</li> <li>2. VAT exemption certificates provided to the suppliers on demand.</li> </ol>
Audit support (admin-related documentation)	<ol style="list-style-type: none"> <li>1. Providing effective support during the annual external audit processes (usually from September to November for the interim audit, and from January Year + 1 to April Year + 1 for the final audit) and the infrequent internal audit exercises.</li> </ol>
Support the Supplier Master Data management	<ol style="list-style-type: none"> <li>1. Provide support to effectively manage the supplier master data in Oracle Fusion Purchasing Cloud module. This task implies ability to cooperate with internal and external stakeholders.</li> </ol>
Other <i>ad-hoc</i> requests to ensure smooth BAU	<ol style="list-style-type: none"> <li>1. Addressing ad-hoc issues to suppliers when needed by the ESM to facilitate or unblock the invoices processing;</li> <li>2. General administration work related to the scope of the contract as needed by the ESM: arranging meetings, taking</li> </ol>

	minutes, preparing information / presentations to support decision making.
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In addition to the core Services above, the Service Provider may be required to provide the following **optional** Services:

Name of the TASK	Task Description
Other administrative and clerical tasks	This task may include various activities, for example archiving documents on SharePoint and other local drives and onsite (physical) archiving.

The ESM will provide the relevant systems access to the Service Provider, but no IT equipment.

The Service Provider will have relevant operational procedures in place to be followed in order to provide not only an excellent service / results but also full compliance to the ESM internal control framework (such as four-eye principle or similar processes).

In relation to the above tasks, the ESM will interact with the Service Provider on the following activities:

- Services Oversight: the F&C division will be involved in the Services delivery oversight, by leveraging on the Key Performance Indicators (KPIs) defined in Section 3 and Section 5 of this document. The F&C division may at any time make specific or general inquiries to the Service Provider about the Services provided.
- Approver on specific workflows: the F&C division will be involved as *approver* for specific processes including, but not limited to, the following tasks: assistance in the VAT compliance process and support the Supplier Master Data management.
- BAU monitoring: the F&C division will be monitoring (and may support, if needed) the resolution of issues related to the Services provided by the Service Provider on an ongoing basis, also through weekly meetings as defined in Section 3 of this document.

## 1.2 Volumes

For information, the ESM currently has an average yearly volume of **2,700** processed invoices. The volume in the following years may differ from the given average. This does not include the invoices from the travel management provider, which are reconciled in a monthly statement of the lodge account (in an average yearly pre-pandemic volume of 1,400). Additionally, the average pre-pandemic yearly volume of corporate credit card transactions amounts to 300.

The volume of expense claims pre-pandemic was around **1,300** per year and it has dropped to 480 per year during the pandemic. It is expected that the number of expense claims will be slowly increasing, and it is possible that it will reach the pre-pandemic level or above.

The control of travel expenses typically takes much longer than the control of an invoice, as it is necessary to check the completeness of the evidence provided by ESM staff line by line, the consistency with the ESM Travel Policy and the related travel and training authorization. We estimate an average time necessary to fully process an expense claim to be at the level of 2 hours (the estimation includes the four-eye principle check).

Since the yearly volume of invoices and expense claims may fluctuate over the duration of the contract, the fee payable for this task will vary according to the pricing model provided in the Commercial Annex 4.

During a contract year the Service Provider will be responsible for monitoring the number of expense claims. The following threshold will apply, in accordance with the Commercial Response Annex 4:

- If the number of expense claims remains below 800 per year, Price A applies (Threshold below 800).

- If the number of expense claims reaches 800 and goes above this threshold throughout the year, Price B applies.

Once the expense claims reach a given threshold, the applicable price is triggered in the following month and remains applicable until the end of the contract year. The ESM will be notified by the Service Provider in writing, including via email, about the reached threshold and needs to give its consent for the price increase for the price increase to be valid.

At each contract anniversary date, the applicable price for expense claims will be Price A (threshold below 800).

For example, if the contract year is from 1 August N to 31 July N+1 and it is assumed that by 31 July N+1 less than 800 expense claims were processed, at the start of the second contract year (from 1 August N+1) Price A will apply for expense claims. If by 31 July N+2 the number of expense claims processed is above 800, then at the start of the third contract year (from 1 August N+2) Price A will apply for expense claims. In other words, every 1 August, Price A will apply regardless of which price (Price A or Price B) for expense claims applied at the end of the previous contract year.

### 1.3 Reports

The Service Provider will be required to submit the following reports:

Name of Report	Description	Frequency
KPI reports	<p>KPI reports provided by the Service Provider following each reporting period to track performance based on the agreed SLAs. The KPI reports will be provided by the end of the tenth (10th) calendar day of the month following the end of the applicable reporting period.</p> <p>Each KPI report must be a detailed and comprehensive written report of the Service Provider's performance against the KPIs during each applicable reporting period.</p> <p>For more details refer to the Section 5.</p>	As specified in the Section 5
Ad hoc reports	<p>Ad hoc reports provided to the business listing the invoices based on specific criteria (e.g. Listing Agent Fees to ALM);</p> <p>Year-end closing balances confirmation to suppliers (upon request);</p> <p>Note: The average volume of ad-hoc requests is in the order of 20 per year.</p>	On demand

## 2. Key Personnel

The Service Provider will be required to provide a team of dedicated personnel compliant with the below minimum requirements who will deliver the Services described in this document. The Service Provider will include at least one *Account Manager*, and at least one *Accounts Payable Administrator*

with minimum requirements described below. Should the personnel no longer be available, the Service Provider will propose replacement personnel meeting the minimum requirements below. The replacement personnel will be provided without delay, ideally within two working days. If the ESM, acting reasonably, deems that the personnel or the replacement personnel do not meet the requirements or do not perform well, the ESM will ask the Service Provider to replace the personnel in question.

The ESM expects the Service Provider to allocate a dedicated team for the provision of the Services. Furthermore, the ESM will validate the Service Provider's team composition at the start of the contract and in case of any team change during the contract period.

The Service Provider will be responsible to train the personnel dedicated to the ESM (including the replacement personnel or replacements) and to make sure that they achieve the required knowledge of ESM policies and rules and are able to fulfil the required tasks.

Key Personnel	Tasks and responsibilities	Minimum requirements
Account Manager	<ul style="list-style-type: none"> <li>• The Account Manager ensures that the Services delivered to ESM remain excellent throughout the whole duration of the contract</li> <li>• The Account Manager's main responsibilities are the following: <ul style="list-style-type: none"> <li>• Handle on behalf of the Service Provider all contractual matters</li> <li>• Act as a main point of contact for the F&amp;C division</li> <li>• Ensure the prompt and timely delivery of the Services</li> <li>• Organize ad-hoc meetings on a short notice with the ESM in case of urgent need</li> <li>• Resolve all issues related to the provision of the Services</li> <li>• Oversee the Service delivery</li> <li>• Report to the ESM on the KPIs as defined in the section 5. <i>Key Performance Indicators (KPIs), Service Level Agreement (SLA)</i> of this document</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 8 years of experience managing a team delivering similar services to those listed in section 1.1 <i>Description of the Service</i> of this document</li> <li>• Solid experience with accounting processes and excellent knowledge of related IT systems (ideally Oracle Fusion)</li> <li>• Strong experience in AP related business workflows related to expense claim management, embedded controls and procure-to-pay</li> <li>• Very strong accounting and financial skills as well as relevant work experience in a financial institution, ideally with an IFI</li> <li>• Very strong knowledge of GAAP (generally accepted accounting principles) - EU Accounting Directive</li> <li>• Explain how you intend to organise and define the operational procedures to be followed in order to provide full compliance to the ESM internal control framework</li> <li>• Fluent in English, minimum C1 according to the Common European Framework of Reference for Languages (CEFR)</li> <li>• Proactive with a strong sense for controls, processes, and procedures</li> <li>• Customer focused attitude and strong service orientation</li> <li>• Experience in working with internal and external stakeholders (e.g. ESM employees, suppliers, auditors, consultants, etc.)</li> <li>• Proficient with Microsoft Excel</li> </ul>

		<ul style="list-style-type: none"> <li>• Excellent interpersonal and communication skills. Ability to interact with tact and diplomacy, high commitment and proactivity, ability to work quickly and accurately in a fast-paced environment, ability to organise and prioritise tasks, strong sense of confidentiality and discretion</li> </ul>
Accounts Payable Administrator	<ul style="list-style-type: none"> <li>• Services as described in the section <i>1.1 Description of the Service</i> of this document</li> </ul>	<ul style="list-style-type: none"> <li>• Certified secondary-level education and certificate/diploma of further studies in accounting/administration or equivalent proven experience (minimum 2 years)</li> <li>• At least 4 years of professional experience in accounting, administrative assistance or any other related field</li> <li>• At least 4 years of experience with common Enterprise Resource Planning (ERP) software, preferably Oracle Fusion</li> <li>• Experience in AP related business workflows related to expense claim management and embedded controls as well as procure-to-pay</li> <li>• Experience in working with internal and external stakeholders (e.g. ESM employees, suppliers, auditors, consultants, etc.)</li> <li>• Proficient with Microsoft Excel</li> <li>• Fluent in English, minimum C1 according to the Common European Framework of Reference for Languages (CEFR)</li> <li>• Customer focused attitude and strong service orientation</li> <li>• Have a strong “attention for detail”, as well as analytical and problem-solving skills</li> <li>• Excellent interpersonal and communication skills. Ability to interact with tact and diplomacy, high commitment and proactivity, ability to work quickly and accurately in a fast-paced environment, ability to organise and prioritise tasks, strong sense of confidentiality and discretion</li> </ul>

### 3. Meetings

The Service Provider will be required to organise and attend the following meetings:

Meeting type	Meeting content	Frequency
Weekly update meetings	Discuss BAU status and outstanding issues	<i>weekly</i>
Steering Oversight Committee	Performance review and KPI assessment (as defined in Section 5). 1 week ahead of each meeting the Service Provider will provide the ESM with performance reports (summary of KPIs completion and complaints timeliness resolution) which will be discussed during the meeting together with the results of the surveys.	<i>monthly</i>

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.

### 4. Place of Services Performance

As a default, the Services will be performed remotely (i.e. from the Service Provider's premises). In exceptional and rare situations, when required by the ESM and on ESM's request (e.g. attendance of some meetings listed in section 3 of this document), some Services may also be performed onsite from the ESM's offices.

In case the ESM requires the Service Provider to be present onsite, travel and accommodation expenses (together 'travel expenses') incurred by the Service Provider, including daily allowance for the day spent on-site, will be reimbursed by the ESM after the verification of incurred cost evidence submitted by the Service Provider.

If the ESM requests onsite presence for ongoing services and/or expense claims activities, in exceptional and rare situations, the time spent onsite to perform these activities is considered already included in the monthly fixed fee. Travel expenses will be reimbursed but not travel time, if applicable.

Travel expenses must be reasonable and aligned with the ESM policies (especially the ESM Travel Policy) and related thresholds or the ESM must pre-approve the travel costs which are not in line with the ESM policies.

The ESM retains the right to carry out checks and request any proof from the Service Provider required for this purpose. Where it appears to be justified, the ESM reserves the right to restrict reimbursement to the rates normally applied for a given journey.

### 5. Key Performance Indicators (KPIs), Service Level Agreement (SLA)

The Service Provider will perform the Services in accordance with the key performance indicators (KPIs) listed in the table below. The KPIs together with the associated penalties (together the "service level agreement" (SLA)) will form an integral part of the contract.

It is agreed that:

- 1) Under-performance against the tolerance levels for each of the KPIs in this SLA may be considered, in the ESM's sole discretion, a material breach of the contract.

- 2) In the event the Service Provider fails to meet one or more of the tolerance levels for the KPIs to which a penalty applies, the ESM may in its sole discretion, without limiting the ESM's ability to pursue any other remedies available to it under the contract, or otherwise, apply the penalties set out in this SLA in respect of the relevant KPIs.
- 3) For the avoidance of doubt, if the Service Provider fails to meet more than one of the KPIs, all applicable penalties may apply. The application of penalties is at the ESM's sole discretion.
- 4) In order to reimburse penalties, the Service Provider will issue a credit note to the ESM within 30 days following the conclusion of the measurement period for the respective KPI subject to a penalty.
- 5) The ESM's failure to analyse and enforce KPIs will not be deemed a waiver of such KPIs.
- 6) Penalties will not have any impact on any claim for damages (including claims related to breaches of KPIs) by the ESM.

In case of doubts on the side of the ESM regarding accuracy of the Service Provider's reporting on the KPIs, the ESM will have the right to verify the performance data provided by the Service Provider during a dedicated due diligence. The results of due diligence will be addressed by the Steering Oversight Committee during the meeting of the Steering Oversight Committee.

Additionally, the Service Provider will maintain and continuously update a complaints log (complaints submitted by the ESM), accessible by both the ESM and the Service Provider. All complaints made by the ESM must be answered within 48h from their submission and solved within a timeframe agreed with the ESM.

Process type	KPI / Required Service Level	Measurement Method and Basis	Measurement Period	Penalties
<b>Invoices processing</b>	All invoices are booked in the AP within 72h from their receipt, based on the date and time of email or OCR receipt. Where additional time is required to process an invoice, an acceptable response timeframe must be agreed with F&C division.  Tolerance: <b>min. 95%</b>	Number of invoices not booked within 72h from their receipt on the OCR or by email in the given month / total number of invoices received in the given month <= 5%.  Basis: Report will be provided by the Service Provider.	Monthly	All late payment penalties or late payment interests charged to the ESM by suppliers and paid by the ESM will be recharged to the Service Provider if the Service Provider is directly responsible for the event(s) which triggered them.  In case of recurring incidents (more than one quarterly), a fixed fee of EUR 500 per each incident, to cover for the administrative burden on ESM side, may apply in addition.
	The correct data is recorded in the AP when booking an invoice (e.g. business unit, supplier, accounting distribution, amount, description details, purchase order, etc.) and the relevant supporting documentation is correctly uploaded.  Tolerance: <b>error free</b>	Number of invoices booked with errors.  --> identified by: Sample of 2% of invoices recorded in the given quarter double checked quarterly by F&C Admin Officer.  Basis: The reports generated in Oracle by the F&C division.	Quarterly from the F&C division	
	All invoices received up until 72h preceding the monthly AP closure are booked, validated, and accounted in the General Ledger (GL) within the given month.  Tolerance: <b>min. 95%</b>	Number of invoices received up until 72 hours preceding the monthly AP closure defined in the month-end closure calendar not booked within the given month.  --> identified by: List of all invoices received before 12pm on the day of the AP closure but not accounted in the GL.  Basis: The list will be provided by the Service Provider.	Monthly	
	All the invoices flagged as URGENT by the issuer (i.e., typically, after receiving a payment reminder), or the ESM requestor, are booked within 4h from their receipt.  Tolerance: <b>error free</b>	Number of URGENT invoices not processed within 4h from their receipt.  --> identified by: List of the URGENT invoices received but not booked.  Basis: The list will be provided by the Service Provider.	Monthly	
<b>Expense claims processing</b>	All expense claims submitted through the Oracle expense module are processed (or addressed in case of issues) within 72h from their submission. Where additional time is required to clear a request, an acceptable response timeframe must be agreed with the ESM requestor and the F&C division.  Tolerance: <b>min. 95%</b>	Number of expenses claims submitted through the Oracle expense module not processed or addressed (in case of issues) within 72h from their submission.  --> identified by: Report from Oracle expense module  Basis: Report will be provided by the Service Provider.	Monthly	All double payments related to hotel reservations charged to the ESM (e.g. hotel booking, etc.) which have been already paid but which are also reimbursed through an expense claim will be recharged to the Service Provider.  In case of recurring incidents (more than one quarterly) a fixed fee of EUR 500 per each incident, to cover for the administrative burden on ESM side, may apply in addition.



Process type	KPI / Required Service Level	Measurement Method and Basis	Measurement Period	Penalties
	<p>All expense claims sent via email are addressed (in case of issues) within 72h from when they are submitted. Where additional time is required to clear a request, an acceptable response timeframe must be agreed with the ESM requestor; F&amp;C division must be always informed.</p> <p>Tolerance: <b>min. 95%</b></p>	<p>Number of expenses claims sent via email not addressed (in case of issues) within 72h from their submission.</p> <p>Basis: Report provided by the Service Provider.</p>	Monthly	N/A
	<p>All expense claims are processed in compliance with the ESM Expense and Travel Policies and/or the internal guidelines.</p> <p>Tolerance: <b>error free</b></p>	<p>Number of expense claims processed not in compliance with the ESM Policies and/or internal guidelines.</p> <p>--&gt; identified by: F&amp;C division after regular control via a sample of 5 % of claims recorded in the given quarter and double checked.</p> <p>Basis: Report generated by F&amp;C division.</p>	Quarterly	N/A
<b>Procure-to-Pay (P2P) Support</b>	<p>P2P support requests are addressed or solved within 48h from their receipt (via mail or dedicated system). Where additional time is required to clear a request, an acceptable response timeframe must be agreed with the ESM requestor. F&amp;C division and CLP team must be always informed. The exact way the P2P support is provided will be agreed between the ESM and Service Provider depending on the available tools.</p> <p>Tolerance: <b>error free</b></p>	<p>Number of support requests not fulfilled within 48 hours from their receipt.</p> <p>Basis: Report provided by the Service Provider.</p>	Monthly	N/A
	<p>Satisfaction level of P2P support is tested on a frequent basis, by means of a survey, using ESM questions/criteria which are agreed with the Service Provider before the survey is launched. The wording of the survey will be provided by the ESM. The ESM survey will be conducted semi-annually or annually. Satisfaction level is reviewed on periodical basis by the Steering Oversight Committee as described in Section 3 of this document.</p> <p>Tolerance: <b>min. 95% survey participants either satisfied or very satisfied</b></p>	<p>--&gt; Satisfaction survey. Target survey group is selected based on who is raising a support request.</p> <p>Basis: The survey is conducted by the F&amp;C division.</p>	Semi-annually or annually	
<b>Corporate credit card statements reconciliation and booking</b>	<p>Corporate credit card transactions require reconciliation and evidence of supporting documentation, e.g. underlying invoices, receipts, and respective approvals. Corporate credit card transactions with missing supporting documentation are resolved within 30 calendar days from the statement date of the credit card. Where additional time is required to finalise the reconciliation, an acceptable response timeframe must be agreed with the F&amp;C division.</p> <p>Tolerance: <b>error free</b></p>	<p>Number of corporate credit card transactions requiring reconciliation with missing supporting documentation not resolved within 30 calendar days from the statement date of the credit card.</p> <p>Basis: Report provided by the Service Provider.</p>	Quarterly	<p>All double payments related to hotel reservations charged to the ESM (e.g. hotel booking, etc.) which have been already paid but which are also reimbursed through an expense claim will be recharged to the Service Provider.</p> <p>In case of recurrent incidents (more than one</p>

Process type	KPI / Required Service Level	Measurement Method and Basis	Measurement Period	Penalties
				quarterly) a fixed fee of Euro 500 per each incident, to cover for the administrative burden on ESM side, may apply in addition.
	Lodge account/s transactions require reconciliation and evidence of supporting documentation, e.g. underlying invoices, receipts, and respective approvals. Lodge account/s transactions with missing supporting documentation are resolved within 30 calendar days from the statement date. Where additional time is required to process a request, an acceptable response timeframe must be agreed with the F&C division.  Tolerance: <b>error free</b>	Number of lodge account/s transactions requiring reconciliation with missing supporting documentation not resolved within 30 calendar days from the statement date.  Basis: Report provided by the Service Provider.	Quarterly	N/A
<b>Assistance in the VAT compliance process</b>	VAT certificates are delivered to suppliers and Tax Authority accurately.  Tolerance: <b>error free</b>	Number of wrong VAT certificates delivered to suppliers and/or Tax Authority.  --> feedback from suppliers, supported by evidence.	Semi-annually	N/A
	VAT certificate is generated within 72h from supplier's request. Where additional time is required to process a request, an acceptable response timeframe must be agreed with the F&C division.  Tolerance: <b>min. 95%</b>	Number of VAT certificates generated after more than 72h from the request received by email.  Basis: Report provided by the Service Provider.	Semi-annually	
<b>Audit support (admin-related documentation)</b>	Accurate documentation is provided to auditors  Tolerance: <b>error free</b>	Number of wrong documents and / or information provided to the auditors  --> based on auditor's feedback (ad-hoc feedback)	Semi-annually	N/A
	Audit requests are completed within 4 business days from the request receipt. Where additional time is required to process a request, an acceptable response timeframe must be agreed with the ESM requestor; F&C division must be always informed.  Tolerance: <b>min. 95%</b>	Number of complete audit requests answered more than 4 business days after the request receipt.  --> based on auditor's feedback (ad-hoc feedback)	Semi-annually	
	Candidates and external experts master data are updated/created within 48h from the receipt of a request. Urgent requests are processed within 4h from the receipt of a request.  Tolerance: <b>min. 95%</b>	Number of master data candidates and external experts created/updated and submitted for approval within 48h from the receipt of the request by email.  Basis: Report provided by the Service Provider.	Quarterly	
<b>Other ad-hoc requests to allow BAU</b>	Emails with normal priority are answered within 48h after receipt. Urgent requests must be answered within 24h. In case additional time is required to	- Number of normal priority emails effectively answered more than 48 hours after receipt;  - Number of urgent priority emails effectively answered more than 24 hours after receipt;	Monthly	N/A

Process type	KPI / Required Service Level	Measurement Method and Basis	Measurement Period	Penalties
	process a request, an acceptable response timeframe must be agreed with the ESM requestor and/or F&C division.  Tolerance: <b>min. 95% monthly</b>	Basis: Report to be provided by the Service Provider every quarter and verified by the F&C team.		
	Emails are correctly handled in the functional mailbox, e.g., correctly followed-up, flagged or archived when resolved.  Tolerance: <b>min. 95% monthly</b>	Number of emails not correctly handled in the functional mailbox, e.g., correctly followed-up, flagged or archived when resolved.  Basis: Report to be provided by the Service Provider every quarter and verified by the F&C division.	Monthly	
	Service stakeholders are managed and followed up. Satisfaction level of support is tested on a frequent basis, by means of a survey, using ESM questions/criteria which are agreed with the Service Provider before the survey is launched. The wording of the survey will be provided by the ESM. The ESM survey will be conducted semi-annually or annually. Satisfaction level is reviewed on periodical basis by the Steering Oversight Committee as described in Section 3 of this document.  Tolerance: <b>min. 95% either satisfied or very satisfied</b>	--> Satisfaction survey / ESM feedback. Target survey group is selected based on who is raising a support request.  Basis: The survey is conducted by the F&C division.	Semi-annually or annually	
	Help desk telephone support is provided from Monday to Friday during ESM working hours i.e. 8:00 to 18:00 CET (the "Business Hours")  Tolerance: <b>min. 95% of calls will be answered during the Business Hours</b>	Number of calls not answered during the Business Hours.  Basis: Report to be provided by the Service Provider every quarter and verified by the F&C division.	Monthly	

## **6. Transition to operational readiness**

The transition phase will consist of a handover of the Services between the F&C division and the Service Provider. Considering the scope of the tasks defined in this document, according to current planning, the transition needs to be completed by the end of September 2022 at the latest.

The F&C division will train the Key Personnel and share existing documentation of processes and systems access. The training will take place over six (6) weeks. Following the contract signature, it will be agreed between the ESM and the Service Provider whether the training will be conducted online or in person (either at the ESM or at the Service Provider's offices).

Depending on the outcome of the transition phase, and at the ESM's sole discretion, there may also be a period of maximum 4 weeks (in addition to the training) where the Services will be provided by the Service Provider, with the support of the F&C division. After this period, the Service Provider will be required to provide the Services autonomously.

## **8 Annex 2 Eligibility, Exclusion Criteria, and other required information and documents**

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### **1. Eligibility and Exclusion Criteria**

- 1.1. *Declaration on eligibility*
- 1.2. *Non-Collusion Declaration*

*Note: See the separate document with the above declarations*

### **2. Other Required Information and Documents**

- 2.1. Cover certification form
- 2.2. Consortium declaration
- 2.3. Subcontractor commitment letter

*Note: See the separate document with the above declarations*

## 9 Annex 3 Selection and Award criteria

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### 1. Selection Criteria

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

The selection criteria apply to the Candidate as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.

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

#### 1) Economic and financial standing

Candidates must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the Contract.

Item Number	Selection Criteria	Requirements	Evidence
1)	The Candidate must prove sufficient past revenue.	Annual, global revenue of at least € 200 thousand in each of the last two (completed) financial years generated from the provision of services similar to the services set out in Annex 1 to this RfP.	<ul style="list-style-type: none"> <li>A signed self-attestation from the Candidate. No specific template is requested by the ESM.</li> <li>Copies of the audited accounts for the last two financial years</li> </ul>

2)	The Candidate must have a current Dun & Bradstreet risk indicator of 1 or 2 ("D&B Requirement").	<sup>1</sup> The ESM will request a report for the Candidate from Dun & Bradstreet. The ESM will cover the cost of the report produced by Dun & Bradstreet.	No evidence is requested from the Candidate.
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## 2) Technical or professional ability

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical or professional ability to perform the Contract.

Item Number	Selection Criteria	Requirements	Evidence
1	The Candidate must prove experience in the field of administrative expenses (including invoices and expense claims processing), help-desk support for queries regarding expense reimbursement and the ESM procure-to-pay process, reconciliation, controls and related reporting, and other administrative and clerical tasks.	<p>At least 6 years of relevant extensive consolidated or current experience in the provision of services similar to the services set out in Annex 1 to this RfP.</p> <p>At least 3 successfully finalised or ongoing contracts similar in scope and complexity to the services set out in Annex 1 to this RfP, in the last five years preceding the submission deadline.</p>	<ul style="list-style-type: none"> <li>• A signed self-attestation from the Candidate confirming the ability to fulfil the requirements set out under this item. No specific template is requested by the ESM.</li> <li>• A summary of the 6 years of <u>relevant</u> experience.</li> <li>• A summary of the <u>relevant</u> contracts, including their scope, total annual value, client name or industry if name can't be disclosed, start and end date of the contract. No specific template is requested by ESM.</li> <li>• A concise description of the Candidate's company demonstrating that the Candidate is capable of providing the Services described in this RFP.</li> </ul>

<sup>1</sup> Dun & Bradstreet has developed a scoring methodology to determine the credit risk for corporates. Corporates who have a failure score of 51 and above, are awarded a risk indicator score of 1 or 2. Corporates who obtain a lower failure score (i.e. are considered to be riskier), will have a risk indicator score of 3 or 4. More details about the methodology applied by Dun & Bradstreet can be found at: <http://www.dnb-belgium.be/en/dnb-data/rating-en>

2	The Candidate must prove experience in the field of administrative expenses (including invoices and expense claims processing), help-desk support for queries regarding expense reimbursement and the ESM procure-to-pay process, reconciliation, controls and related reporting, and other administrative and clerical tasks.	<p>Provide references for the contracts requested in the criteria #1 listed just above.</p> <p>The references should demonstrate a proven record of successful delivery. The references should include: i) client names or client industry (if for confidentiality reasons client names may not be provided), ii) contract term.</p>	<ul style="list-style-type: none"> <li>Copies of reference letters/emails of recommendations from previous clients.</li> </ul>
3	The Candidate must be able to provide a team of experts/consultants.	The candidate can provide personnel meeting the requirements described in Annex 1.	<ul style="list-style-type: none"> <li>A signed self-attestation from the Candidate confirming the ability to fulfil the requirements set out under this item. No specific template is requested by ESM.</li> <li>Overview of the Candidate's resources. No need to provide CVs under this criteria, but the overall number of staff and the number of staff available to meet the requirements set in this RFP (see Key personnel).</li> </ul>

### 3) Authorisation and suitability to carry out the relevant professional activity

Candidates must comply with the following selection criteria in order to prove that they have the necessary authorisation and suitability to perform the Contract.

Item Number	Selection Criteria	Evidence
1)	The Candidate must prove that they have legal capacity to perform the Contract and the regulatory capacity to pursue the professional activity necessary to carry out the services subject to this procurement process.	<ul style="list-style-type: none"> <li>Copy of a proof of enrolment in a relevant trade or professional register.</li> <li>Proof of authorisation that the candidate is authorised to perform the contract in Luxembourg</li> </ul>



## 2. Award Criteria

In their technical responses, Candidates should refer to the quality award criteria and instruction numbers before providing their answers.

The Candidates' technical response should then be sent to the ESM as a separate PDF attachment along with the other documents requested (see Section 5 'Structure of the Proposal').

In responding to the Award Criteria, Candidates should explain clearly how they can fulfil ESM's requirements and whether they can even add some value.

- **Technical Award Criteria**

<b>Quality</b>	<b>70%</b>
<b>1. Transition management</b>	<b>10%</b>
Describe a structured approach for the transition, including any challenges you anticipate and how you will mitigate them. Please also clearly explain what you expect of ESM during the transition. The ESM expects this phase to last no more than 6 weeks. In case you see any risks or difficulties to stick to this timeframe, please explain in detail how you address those.	
<b>2. Service delivery</b>	<b>40%</b>
Describe how you will provide the services described in the section 1 Description of the Services in Annex 1. This includes the tasks and also how you would deal with the volume of work and how you would manage reports and meetings.  Explain how your team will interact with the ESM stakeholders when it comes to questions and support which is required by the ESM staff and ESM suppliers.  Describe how your team will engage with the ESM oversight team when it comes to questions on the tasks' execution, risks or issues impacting the SLA.  Explain how you intend to organise and define the operational procedures to be followed in order to provide not only an excellent service / results but also full compliance to the ESM internal control framework.	
<b>3. Resources Performance Management and Reporting</b>	<b>20%</b>
Explain how you will provide the right skillset and competences. Define the structure of your team and related roles and responsibilities. Explain how you manage staff absences, turnover, and replacement. Describe how the performance of your team is evaluated in line with the quality expected by the ESM. Describe how the provider can provide for the reports and KPIs as defined in the SLA (describe the tool to be used for this purpose). Describe how you will manage claims and complaints (describe the tool to be used for this purpose).	
<b>Price</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>

- **Commercial Award Criteria**

The Candidates' commercial response should be sent to the ESM as a separate PDF and Excel attachments along with the other documents requested (see Section 5 'Structure of the Proposal').

All fees are to be provided in euros, exclusive of VAT and will be fixed for the duration of the contract. The following prices are requested in the Commercial Annex 4.

#### **Ongoing services**

Ongoing services are the recurring and ad-hoc services to be provided as listed in Annex 1, excluding expense claims and optional services.

It includes the tasks listed and also all the other requirements such as the provision of reports, meetings organisation, preparation and attendance, handover of key personnel if needed, collection of KPIs and the initial transition and implementation of services and any software or tool required to perform the services as described in Annex 1. All services under this contract, except the expense claims and the optional services must be charged under this category.

Please provide the **monthly fee** for the Ongoing services.

#### **Expense claims**

As explained in Annex 1 under section 1.2 Volumes, expense claims are expected to vary hence why we ask for two prices depending on the volume of expense claims to process.

We have defined four thresholds:

- Threshold below 800 expense claims per year: Price A applies
- Threshold at the level and above 800 expense claims per year: Price B applies.

For each Price, please provide the **monthly fee** for the Expense claims.

#### **Estimated total cost over 4 years**

Once you have completed the spreadsheet, an estimated total over 4 years will automatically be calculated as follows:

$(\text{Monthly ongoing services fee} \times 48 \text{ months}) + (\text{Average expense claims monthly fee} \times 48 \text{ months})$ .

#### **Optional services**

As listed in Annex 1, other administrative and clerical tasks may be requested. These may include physical presence at the ESM office in Luxembourg for physical archiving.

Please provide an **hourly rate**, excluding expenses if applicable. Note that should these services be required during the contract, the hourly rate will be charged for time spent onsite at the ESM office only, and travel expenses will be reimbursed as explained in Annex 1. Please also note that travel time if applicable will not be charged to ESM.

## **10 Annex 4 Commercial Response Annex**

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See attached

## **11 Annex 5 Draft Agreement**

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See attached