

<p>European Stability Mechanism </p>
<p>Request for Proposal</p>
<p>Ref. No.: HR/12/CL/AA/22</p>
<p>Long-term lease of new vehicles</p>
<p>24/01/2023</p>

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1 Introduction

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.

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**”, “**Framework Agreement**” or “**Contract**”) will be awarded to the Candidate whose Proposal best meets the award criteria. The Agreement set out in Annex 4 of this RFP will include the requirements and obligations set out in the Terms of Reference, enclosed as Annex 1.

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 Framework 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

The RFP package consists of the following documents:

No.	Document Title	Comment
	Request for Proposal – Core Document	This document
Annexes		
1.	Annex 1 – Terms of Reference	Below
2.	Annex 2 – Section 1: Declaration on the Exclusion Criteria, Economic, Financial, and Operating Capacity and Absence of Conflict of Interest Annex 2 – Section 2: Non-Collusion Declaration, Section 3: Cover Certification Form Annex 2 – Selection criteria and response elements	Below (selection criteria) and attached (declarations)
3.	Annex 3 – Commercial Response	Attached
4.	Annex 4 – ESM Draft Agreement	Attached
5.	Annex 5 – Cars Configuration	Attached

3 The RFP Process

3.1. Type of Procurement Procedure

This procurement process is carried out by the ESM under an Open 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.

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	24/01/2023
2.	Deadline for submission of clarifications/questions on the Contract Notice and the RFP	10/02/2023 14:00 hrs (local Luxembourg time)

No.	Procurement Process Steps	Timeline
3.	Response to the clarifications/questions on the Contract Notice and the RFP	Regularly
4.	Deadline for submission of Proposals	20/02/2023 14:00 hrs (local Luxembourg time)
5.	Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal	16/03/2023
6.	Agreement's target commencement date	01/05/2023

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 2 Section 2).

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.

Award Criteria & Evaluation

The Contract will be awarded on the basis of price only to the Candidate who offered the **lowest price** and who satisfied the requirements set in the technical specifications.

Candidates are required to complete Annex 3 Commercial Response template attached.

The Candidates' commercial response will be evaluated according to the following formula:

Candidate's price = (Average monthly lease fee across all brands/models and the 2 combinations (duration/max. mileage)) + (mileage excess price*5.000 km - Reimbursement cost for under mileage* 5.000 km)

Fees must be expressed exclusive of taxes and in Euros.

The prices agreed in a Leasing Contract are fixed and will not change during the entire lease term agreed in a Leasing Contract.

a) Fees for evaluation purposes

Candidates must provide a **monthly lease fee** for each required model for the defined combinations of maximum mileage and contract duration. Please note that requirements defined in points 2 and 3 of Annex 1, Terms of Reference must be considered when indicating the monthly lease fee.

The monthly lease fee must include at least the following elements:

- Catalogue purchase price, excluding VAT, at the time of delivery of the leased vehicle, minus the discount (including applicable diplomatic discount) or the takeover price of the leased vehicle in the event of sale and lease back
- Cost of all required options (defined in point 2, a) and b) of Annex 1, Terms of reference)
- The residual value minus any applicable deductions
- Financial charges (including insurance premium)
- Remuneration fee
- Car delivery costs
- Registration and road taxes
- Insurance 'multi-risks' and 'multi-conducteurs', non-deductible ('sans franchise')
- Maintenance
- Tyres/winter tyres
- 24/7 Technical assistance
- Fuel cost card
- Charging card
- Replacement car of the same category

Candidate must provide fees also for the following additional elements:

- Daily fee for a replacement car of the same category charged to the ESM as specified in the terms of reference,
- Fee for Cancellation/postponement of the individual lease contract,
- Administration fee for re-assignment of car to another ESM user

Note that these elements will be included in the Framework Agreement should the Candidate be successful.

For the purpose of the evaluation, the Candidate must also simulate the cost for mileage excess multiplied by 5.000 km minus the cost of under mileage underutilisation multiplied by 5.000 km.

b) Rate card (not to be considered for the evaluation purposes)¹

The Candidates must provide the rates for the below listed elements. Please note that this list is non-exhaustive.

- Additional options pack (e.g., leather comfortable seats, front heated seats, electric sliding roof)
- Any other useful/additional rates/information

Note that these elements will not be taken into account during the evaluation of the Commercial Responses but will be included in the Framework Agreement should the Candidate be successful

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
 Attention: Mr. Ampeglio Amore

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.

¹ [\[1\]](#) Please note that these volumes are given for the evaluation purposes only

- 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

Not applicable

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. 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.

3.9. Agreement

The ESM agreement enclosed as Annex 4 to this RFP ("**Agreement**") will form the agreement between the ESM and the selected Candidate. The ESM views the Agreement to be fair and balanced and expects that Candidates will agree to it without reservation. By submitting a Proposal, Candidates accept the 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 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 Agreement. Any potential changes to the 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 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

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 subcontract 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 3 – “Cover Certification Form”	Fully scanned copy with signature in PDF
2.	Declaration on the Candidate’s Exclusion Criteria, Economic, Financial and Operating Capacity and Absence of Conflict of Interest	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative Annex 2 Section 1 – “Declaration on the Candidate’s Exclusion Criteria, Economic and Financial Capacity and Absence of Conflict of Interest”)	Fully scanned copy with signature in PDF
3.	Non-Collusion Declaration	Candidates are requested to submit completed, dated and signed by a duly authorised representative Annex 2 Section 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 2	Fully scanned copy with signature in PDF
5.	Commercial Proposal	Candidates are requested to provide commercial proposal (annex 3) as a separate attachment within the Proposal submission email.	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 Section 1.2	To be completed	To be completed	N/A
Cover Certification form Annex 2 Section 3 3.1	To be completed	N/A	N/A
Consortium declaration Annex 2 Section 3 3.2	To be completed	To be completed	N/A
Subcontractor commitment letter Annex 2 Section 3 3.3	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

Ref. No.: HR/12/CL/AA/22

Attention: Mr. Ampeglio Amore

Only Proposals received through these means will be accepted.

Annex 1

Terms of Reference

1. Background and objective

The ESM intends to establish a Framework Agreement with one Service Provider for provision of long-term hire of lease vehicles. The expected number of lease vehicles is one collective lease vehicle (“multivan”) and 7 to 10 berline/sedan or SUV lease cars. This number may be reviewed to fit the ESM needs during the duration of the Framework Agreement.

2. Description of the vehicles

a. Individual lease cars

The lease cars must be berline/sedan cars or SUV with a minimum of 4 doors and a neutral metallic paint, hybrid motorisation, or full electric with automatic gearbox. The type of vehicles shall fall in the E-segment or F-Segment for Sedan, D-segment or E-segment for SUVs.

The Candidates must provide quotations for the long-term lease of each the following vehicles in the conditions defined below. The brands/models provided during the term of the Framework Agreement shall correspond always to latest models expected to be available on the Luxembourg market at the time when the car would be ordered by the ESM. The ESM does not commit ordering the models/brands as listed below. The ESM may order other models/brands during the duration of the Framework Agreement, including car configuration and technical specifications (e.g., engine type, etc.) not listed in the current terms of reference.

Brand/Model	Maximum contract duration	Maximum mileage Option 1	Maximum mileage Option 2
Mercedes-Benz S 580 e 4MATIC Limousine lang	36 months	90.000 km	120.000 km
Q8 Sportback e-tron	36 months	90.000 km	120.000 km
Mercedes GLC 300e 4M	36 months	90.000 km	120.000 km
Audi Q5 Sportback S line 55 TFSI e Quattro	36 months	90.000 km	120.000 km
Volvo XC90 T8 Plus	36 months	90.000 km	120.000 km
Polestar 3	36 months	90.000 km	120.000 km

Quotations for each vehicle listed in the table above must be done based on the configurations provided as part of the RfP (See annex 5). As a general rule, the cars ordered by the ESM must include at least the following **minimum equipment**:

Technical & safety equipment:

- Adaptive Cruise control
- Breakdown call
- Lane Assist
- Blind Spot Alert
- Emergency assisted automatic braking
- Option: autonomous driving features (e.g., automatic overtaking)

Comfort equipment:

- Front & back sensors
- Front (option) & Back Camera
- Park Assist system
- Front & Back Electric windows
- Leather (synthetic or not) & Heated seats
- Keyless go
- Automatic 2 to 4 zones Air-conditioning

Technological equipment:

- Smart Digital Services Embedded with Intelligent Personal Assistant
- Connected Multimedia (including navigation) with Over the Air updates
- Smartphone integration (Apple Carplay & Android Auto)
- Connected services including vehicle pre-conditioning and remote control
- Enhanced audio system
- DAB Radio
- Option: induction charger

Electric-based equipment:

- For PHEV, charging cable and fast charging cable (option)
Scheduled charging option for PHEV

Other options as brands/models can be provided. They will be not considered in the price evaluation.

The Candidates may include other equipment as optional in their proposals. The optional equipment suggested will not be considered in the price evaluation.

b. Multivan

The collective lease vehicle must be with 5 doors, 6 comfortable passenger seats, neutral metallic paint, hybrid motorisation (or electric) with automatic gearbox, dark tinted rear windows. The type of vehicle shall fall in the segment M, large passenger vans.

The Candidates must provide quotations for the long-term lease of the collective vehicle in the conditions defined below. The brand provided during the term of the Framework Agreement shall correspond always to latest models available on the Luxembourg market. The ESM does not commit

ordering the models/brands as listed below. The ESM may order other models/brands during the duration of the Framework Agreement.

Brand/Model	Maximum contract duration	Maximum mileage
Volkswagen Multivan Version longue 1.4 eHybrid 160 kW / 218 ch DSG6	36 months	180.000 km

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

Technical & safety equipment:

- Adaptive Cruise control
- Breakdown call
- Lane assist
- Blind Spot Alert
- Emergency assisted automatic braking

Comfort equipment:

- Front & back sensors
- Front (option) & Back Camera
- Front & Back Electric windows
- Leather (synthetic or not) & Heated seats for both driver and passengers
- Keyless go
- Hands free trunk (optional)
- Automatic 2 to 4 zones Air-conditioning
- Electric side sliding doors (left and/or right)

Technological equipment:

- Connected Multimedia (including navigation) with Over the Air updates
- Connected services including vehicle pre-conditioning and remote control

Electric-based equipment:

- For PHEV, charging cable and fast charging cable (option)
Scheduled charging option for PHEV

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

3. Lease modalities

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

The term of the lease contracts for the individual vehicles is, in principle, 36 months with total maximum mileage of 90.000 km or 120.000 km (respectively annual mileage: 30,000 km; 40.000 km).

The term of the lease contract for the collective lease vehicle is, in principle, 36 months with total maximum mileage of 180.000 km (annual mileage: 60,000 km).

The person authorised to drive the lease car will be the individual receiving the lease car (called also "**driver**" in these Terms of Reference) and any other person with a valid driving license which was designated by him/her to drive the lease car.

a. Taxes

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

The Service Provider will undertake all other tax formalities for each lease vehicle, including but not limited to the '*taxe d'enregistrement*' and '*taxe de circulation*' at no additional cost for the ESM.

The Service Provider will ensure all types of administrative support (road tax, fines, road-use vignette, Grey card and insurance card management) throughout the term of a lease contract

b. Car delivery and registration

The Service Provider will notify the ESM in writing about the estimated delivery date of the lease vehicle within 2 weeks after the placement of the order. As soon the car dealer confirms the exact delivery date, the Service Provider will organise the delivery of the vehicle directly to the ESM Headquarters.

The Service Provider will perform all necessary administrative tasks to ensure the registration of the vehicles with the Luxembourg authorities at no additional cost for the ESM. All vehicles will be registered with CD number plates.

On the day of the delivery, the ESM will sign and date a delivery note attesting the exact mileage of the lease car, the accompanying documents and the number of keys provided.

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

c. Insurance

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

The Service Provider will provide a '*multi-risques*' and '*multi-conducteurs*' insurance policy for each of the lease vehicles at no additional cost for the ESM. The insurances will provide a full coverage

insurance available in Europe. The insurance will cover all journeys (professional and personal) of the individual receiving the lease car.

The insurances include at least the following:

- Civil liability, civil and legal protection: legal protection is guaranteed up to a limit of EUR 3,000 per claim
- Passenger insurance
- Deductible of 0% of the car-insured value
- Driver's insurance with the option "individual driver" which amounts to pay-outs of up to EUR 50,000 in the event of death or disability. Other options are available if required by the ESM
- Cover against theft, fire and vandalism
- Glass damages will be covered without any deductible. This includes the windscreen, side windows, mirrors (glass only) and lights (glass only)
- Cover against wild animals
- Insurance premiums are calculated on a flat-rate basis (no bonus-malus system)
- This insurance policy will cover any driver with a valid driver's license including young drivers as defined under Luxembourg law
- Personal belongings are covered up to EUR 250 and EUR 500 for digital devices (excluding computers and mobile phones)

The insurances will not cover damages and all costs incurred will be invoiced to the ESM, in the following cases:

- Damages caused by negligence of the driver
- If the driver was under the influence of alcohol in excess of the authorized limit
- If the driver was under the influence of intoxicating substance

d. Maintenance and repairs

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

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

All maintenance services and repairs must be carried out in official brand leadership.

The tyre changes will be managed with one of the Service Provider's partners that provide an online booking system and a pick-up service free of charge. To ensure that drivers keep the tyre change on schedule, the Service Provider will send an e-mail at the beginning of March and September each year.

In the event of an accident or any other damage to the lease car, a garage approved by the Service Provider will undertake the repair work. The offer for the repair will be prepared by the Service Provider and sent to the ESM for approval before proceeding with the repair work.

e. 24/7 Technical Assistance

The Service Provider will ensure breakdown recovery and roadside assistance service. This assistance will be available 24 hours a day, 7 days a week, anywhere in Europe.

The Service Provider will ensure repairs of the lease vehicle in case of breakdown on the road within one hour from the notification of a breakdown and renting of another vehicle allowing to continue the trip within 3 hours from the notification of a breakdown.

f. Replacement car

The Service Provider will provide a replacement car (within a maximum of 4 hours from the notification from the ESM/drivers that a replacement car is required), if the lease vehicle:

- cannot be used for more than 24 hours during repairs or maintenance
- in the event of a total loss or theft of the lease vehicle
- in the event of serious technical defects as a result of which the continuation of the individual lease contract is unreasonable.

The category of the replacement vehicle will be similar to the one leased by the ESM.

If the replacement car is required due to a breakdown on the road, the replacement car may be initially provided by the Service Provider's breakdown recovery and roadside assistance service referred to in section e) above. Depending on availability, such replacement car may be of a different category than those specified above but will only be used to reach the Service Provider's offices where it will be exchanged for another replacement car of the category as specified above.

The Service Provider will provide a replacement car under the following conditions:

- For the whole repairs or maintenance period, free of charge, in the case of technical problems in Europe;
- In the case of a total loss of the lease vehicle, free of charge for 2 weeks (10 working days plus weekend if applicable) after the accident date; over 10 days, the costs for the replacement car will be charged to the ESM;
- In the case of a theft of the lease vehicle and if the lease vehicle is being seized and there is no chance for restitution, free of charge for 30 calendar days after the theft or seizure date; over 30 days, the costs for the replacement car will be charged to the ESM;

In the event of serious technical defects as a result of which the continuation of the lease contract is

unreasonable, the Service Provider will return the lease vehicle to the dealer and replace the returned lease vehicle with another vehicle of the same type or equivalent category free of charge.

The period during which a replacement car was provided does not extend the lease term agreed in a Leasing Contract. Unless otherwise agreed between the Parties in writing, the provisions of the Framework Agreement will apply to the service and use of replacement cars.

g. Fuel and recharge Management

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

The Service Provider shall ensure that the recharge card covers a wide range of facilities to ensure a smooth transportation in Europe.

h. Environmental compliance

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

Possibility to drive in a full electric mode (short distances accepted).

The Service Provider must provide lease vehicles taken into consideration the following requirements:

- **The European Exhaust Emission Standards of a lease vehicle must be EURO 6d.**
- **CO2 emissions and energy efficiency:**
Mixed CO2 emissions must fall between 10 and 150 g/Km (considering WLTP homologation) for hybrid and full electric cars.
- **Energy consumption display:**
The vehicles must be equipped with a mechanism that shows the driver their fuel consumption figures.
- **Minimum warranty of the battery:**
A minimum battery warranty that ensures 160,000 km or 8 years of capacity of at least 70% of its original rated capacity at delivery, according to EN 626601, including for normal gradual degradation due to use.

i. Miscellaneous

The ESM has the right to equip the lease vehicles at its own expense with customary accessories, e.g., a mobile phone kit for the duration of the individual lease contract. Such equipment will remain the exclusive property of the ESM at all times during the term of the individual lease contract and at the end of the individual lease contract can be removed.

4. Language

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

5. Reporting

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

6. Service Provider's Dedicated Personnel

The Service Provider will appoint a dedicated team consisting of two people who have a strong experience in the leasing industry.

The dedicated team will support and guide drivers in the choice of their cars, ensure that the ESM Car Policy is respected, and give a response to their questions. The dedicated team will be the main contact for any day-to-day questions and the intermediary between drivers and the different departments of the Service Provider for any 'after-sales' issue: insurance, technical problems, maintenance etc.

7. Additional Services

The Service Provider will provide access to various in-house tools for optimised and efficient management of the lease vehicles if available.

Annex 2

Eligibility, Exclusion and Selection Criteria, and other required information and documents

Candidates are to complete, date and duly arrange signature the following documents by an authorised representative (if applicable):

Section 1: Declaration on Eligibility

Section 2: Non-Collusion Declaration

Section 3: Other Required Information and Documents

3.1. Cover certification form

3.2. Consortium declaration

3.3. Subcontractor commitment letter

Note: see the separate document attached with the above declarations

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.

2.1 Economic and Financial Standing

2.1 Economic and financial standing

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Economic and Financial Standing	1	Pass/Fail	The Candidate must have an annual, global revenue of at least of EUR 900,000 in each of its last two (2) most recent completed fiscal years from the provision of services as described in Annex 1	A signed self-attestation from the Candidate. No specific template is requested by the ESM.

2.2 Technical or professional ability

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

				b) A signed self-attestation from the Candidate confirming the ability to fulfil the requirements listed in the terms of Reference. No specific template is requested by ESM.
	3	Pass/Fail	Confirm the Candidate undertakes all actions by itself and its suppliers to ensure environmental compliance, in particular concerning waste oil and waste tyres (e.g., disposal, recycling, storage)	Copy of the quality assurance certificate, e.g., ISO 14000 or equivalent certificate or equivalent evidence proving that the Candidate meets quality environmental standards.

Authorisation and suitability to carry out the relevant professional activity

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Authorisation and Suitability to Carry out the Relevant Professional Activity	1	Pass/Fail	Confirm that the Candidate has an authorisation to perform the services described in Annex 1 under national law applicable to the Candidate and in Luxembourg.	Authorisation to perform the services under national law that is applicable to the Candidate.
	2	Pass/Fail	The Candidate must have insurance company.	A signed self-attestation from the Candidate confirming the ability to fulfil the requirements listed in the terms of Reference (point c of the terms of reference). No specific template is requested by ESM.

FOR INFORMATION ONLY ITEMS

Item No	Item description	RESPONSE
1.	The Candidate must have public liability insurance.	Indicate the maximum level/value of your public liability insurance. For the avoidance of doubt, the level of your public liability insurance is for information only and will not be assessed.

Annex 3

Commercial Response Template (See attached)

Candidates must provide their Commercial response. Instructions are included the document. Please make sure you address all requirements listed under section Award Criteria and Evaluation.

The Candidates' Commercial response should then be sent to the ESM as a separate attachment (see Section 5 'Structure of the Proposal').

Annex 4

Draft Agreement Template (See attached)

Annex 5
Cars Configuration (See attached)