

<p>European Stability Mechanism </p>
<h2>Request for Proposal</h2>
<p><b>Ref. No.: IT21RECAG23</b></p>
<p><b>Title: Provision of reconciliation tool services</b></p>
<p><b>02/11/2023</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 Eligibility Section 2: Non-Collusion Declaration 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

## 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 Negotiated Procedure with Full Publication in accordance with Article 9.1 (3) and Article 3 (6) of Annex 4 of the ESM Procurement Policy and is referred to in this RFP as a procurement process or a procurement procedure. 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	02/11/23
2.	Deadline for submission of clarifications/questions on the Contract Notice and the RFP (via the <a href="#">ESM Procurement tool</a> )  Note: comments about the legal terms as per section 3.9 will not be clarified during this Q&A period but with the preferred candidate at a later stage.	16/11/23 11:00 hrs (local Luxembourg time)

No.	Procurement Process Steps	Timeline
3.	Response to the clarifications/questions on the Contract Notice and the RFP (via the <a href="#">ESM Procurement tool</a> )	Regularly
4.	Deadline for submission of Proposals (via the <a href="#">ESM Procurement tool</a> )	29/11/23 11:00 hrs (local Luxembourg time)
5.	Presentations	07/12/23 to 14/12/23
6.	Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal	21/02/24
7.	Negotiations completed	29/02/24
8.	Agreement's target commencement date	01/03/24

### 3.2. 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) using both the written proposals and the presentation.

AWARD CRITERIA			
QUALITY	70%	PRICE	30%
Ability to meet the Technical and Functional requirements	25%	Price	30%
DEMO presentation and user friendliness and intuitive user interface	30%		
Support, maintenance and training plan	10%		
Implementation plan	5%		
<b>Score available</b>	<b>70%</b>		<b>30%</b>
<b>Total Score 100%</b>			

**Technical proposals of those Candidates who received less than 35 points of the maximum available score for Quality (70%) and less than 36 points for subcriteria “DEMO” presentation will be deemed of insufficient quality and eliminated from further evaluation.**

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

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

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.

Candidates are requested to complete the table in Annex 4 (adjusted appropriately) in keeping with the matters listed below.

Fees must be expressed exclusive of taxes in Euros.

Fees must be provided for the entire four (4) years Contract term.

Please consider the following information when preparing your Commercial proposal:

**NB:**

- Candidates must include in their Commercial response template the fees the ESM will be expected to cover due to a Candidate’s need to implement the reconciliation tool service in order to meet the ESM Requirements.
- Any assumptions and/or caveats must be made clear in the submission.

If anything is not clear, then please submit any questions you have as part of the RFP question & answer process to enable the ESM to respond.

### 3.3. The ESM Contact Details

All communications must be done via the [ESM Procurement tool](#). Only in case **the ESM Procurement tool** does not work, candidates will be allowed to contact ESM directly via the following email address: [procurement@esm.europa.eu](mailto:procurement@esm.europa.eu)  
Attention: Asta Gerhardt

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.

### 3.4. Clarifications of the RFP

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

- a) Queries can be raised via the [ESM Procurement tool](#).
- 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 published on the [ESM Procurement tool](#) if they are of relevance to all of Candidates.
- e) If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide response to that Candidate only.

### 3.5. Presentations

The candidates meeting the minimum quality threshold provided in Section 3.2 will be invited to present their offer to the ESM.

The ESM will coordinate the schedule of presentations promptly. These will likely occur in person at the ESM offices or via video conference call. The Candidates should ensure that qualified personnel are available during this period to present the case study and to answer questions from the ESM. Presentations are anticipated to take place for **about two hours**.

The ESM envisages to schedule the presentations between the 07/12/24 and 14/12/24. The ESM will contact the Candidates to arrange the meetings.

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

### 3.6. 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.

### **3.7. 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.

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

The ESM will notify in writing via the [ESM Procurement tool](#) 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. Contract Terms and Conditions**

The ESM is willing to enter into an agreement based on the contractual terms proposed by the preferred Candidate (the "**Candidate Terms**"). The proposed Candidate Terms must be submitted as part of the Proposal by the deadline for the submission of Proposals. The ESM expects the Candidate Terms to be fair and balanced and acceptable to the ESM. The ESM will review the Candidate Terms and request any changes required from the ESM's perspective. To the extent the Candidate does not agree with the ESM's change requests, the Candidate must provide, for each rejected change request, a clear explanation why the change request is not acceptable from the Candidate's perspective and a counter-proposal where possible. Both parties will endeavour to find an amicable agreement. In case the ESM deems, in its sole discretion acting reasonably, that the Candidate Terms 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 via the [ESM Procurement tool](#).

## **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) (consortium declaration);
- 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 via the [ESM Procurement tool](#). 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 Upload in the <b>ESM Procurement tool</b> under: TECHNICAL ENVELOPE	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.	<p>Declaration on the Candidate's Exclusion Criteria, Economic, Financial and Operating Capacity and Absence of Conflict of Interest</p> <p>Upload in the <b>ESM Procurement tool</b> under: TECHNICAL ENVELOPE</p>	<p>Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative Annex 2 Section 1.1 – “Declaration on the Candidate's Exclusion Criteria, Economic and Financial Capacity and Absence of Conflict of Interest”)</p>	<p>Fully scanned copy with signature in PDF</p>
3.	<p>Non-Collusion Declaration</p> <p>Upload in the <b>ESM Procurement tool</b> under: TECHNICAL ENVELOPE</p>	<p>Candidates are requested to submit completed, dated and signed by a duly authorised representative Annex 2 Section 1.2 – “Non-Collusion Declaration”</p>	<p>Fully scanned copy with signature in PDF</p>
4.	<p>Selection Criteria</p> <p>Upload in the <b>ESM Procurement tool</b> under: TECHNICAL ENVELOPE</p>	<p>Candidates are requested to address the requirements under the selection criteria listed in Annex 3 section 1</p>	<p>Fully scanned copy with signature in PDF</p>
5.	<p>Technical Proposal</p> <p>Upload in the <b>ESM Procurement tool</b> under: TECHNICAL ENVELOPE</p>	<p>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></p>	<p>Fully scanned copy with signature in PDF</p>
6.	<p>Commercial Proposal</p> <p>Upload in the <b>ESM Procurement tool</b> <a href="https://in-tendhost.co.uk/esm/asp/Home">https://in-tendhost.co.uk/esm/asp/Home</a> under: FINANCIAL ENVELOPE</p>	<p>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></p>	<p>Fully scanned copy with signature in PDF and an writable Excel version</p>

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

These forms must be uploaded in the [ESM Procurement tool](#) under the **TECHNICAL ENVELOPE**.

## 6 Submission of the Proposal

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Proposals must be submitted in the [ESM Procurement tool](#) 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.

Only Proposals received through these means will be accepted.

## Annex 1 Terms of Reference

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### 1. Background and Overview of Requirements

The ESM IT team manages hundreds of daily reports produced during End of Day (EOD) batches or intraday (ITD). They are produced by our core Financial software Murex and used by many divisions (Risk, Front Office, Middle and Back office, Accounting etc.). Aiming to fasten project deliveries and testing, the ESM requires a file reconciliation tool (“**Reconciliation Software**” or “**Software**”) that can support:

- xml files with an xls extension, protocol name: XML Spreadsheet 2003 (\*.xml)
- xlsx files
- txt files
- csv files

The Reconciliation Software should require little or no infrastructure and if preferably installed locally and the reconciliations will be run by the ESM team. The Software installation effort should be reasonable (one week maximum). After installation, the implementation should be done in a reasonable time (1-2 months) including the required effort up to 25 Man Days maximum.

We are looking for 10 users license with full access rights.

In addition, the ESM will require the selected Candidate (“**Tool Provider**”) to provide related implementation services, training and on-going technical support and maintenance services.

The Reconciliation Software, including any related documentation and training materials, must be provided in English. All administrative matters with the selected Tool Provider (contract, invoicing, account management etc.) will be dealt with in English.

The ESM intends to conclude a contract (“**contract**”) with a single provider (“**Tool Provider**”).

### 2. Duration

The Contract for the Reconciliation Software will be for a period of four years. The implementation should start as soon the contract has been signed.

### 3. Functional Scope

The objective of this procurement procedure is to identify a Tool Provider able to provide Reconciliation Software containing the following **mandatory** functionalities:

Mandatory Requirements	
MR_01	Several users can use the software at the same time.
MR_02	A reconciliation on a set of several reports can be launched at once.
	The tool should reconcile: <ul style="list-style-type: none"> <li>• xlsx</li> <li>• txt</li> <li>• csv</li> </ul>



	<ul style="list-style-type: none"> <li>• xml formatted file with an xls extension, protocol name: XML Spreadsheet 2003 (*.xml)</li> </ul>																																								
MR_03	The tool should have a GUI to monitor the reconciliation results.																																								
MR_04	For each reconciliation task, results could be exported to Excel spreadsheets.																																								
MR_05	<p>For each reconciliation task, it should be possible to define keys or breakdowns and the outputs to reconcile.</p> <p>The reconciliation should be able to identify:</p> <ul style="list-style-type: none"> <li>• matched results (a set of data having the same breakdowns and the same outputs)</li> <li>• breaks (a set of data having the same breakdowns but not the same outputs)</li> <li>• missing source (set of data with breakdowns present in the target file and not in the source file)</li> <li>• missing target (set of data with breakdowns present in the source file and not in the target file)</li> </ul>																																								
MR_06	<p>For each reconciliation task, the path and file name could be inserted using a path parameter.</p> <p>Example: C:\Documents\MyRecFiles\Parameter1\File_Parameter2.csv</p> <p>The Parameter1 and Parameter2 could be inputted by the users.</p> <p>The objective is to be able to use an existing task on a different folder with a file having a different suffix.</p> <p>One should be able to use these path parameters when executing a set of reconciliation tasks and not only a single reconciliation task.</p>																																								
MR_07	<p>The tool should handle vertical breakdowns.</p> <p>In an excel report, breakdowns – that are fields by which outputs are aggregated – are usually located at the left of the file and positioned horizontally</p> <p>It can happen that breakdowns are positioned vertically.</p> <p>Example:</p> <table border="1" data-bbox="472 1247 1345 1655"> <thead> <tr> <th rowspan="3">Date</th> <th rowspan="3">Instrument</th> <th colspan="2">Cash flow</th> </tr> <tr> <th>Portfolio A</th> <th>Portfolio B</th> </tr> <tr> <th>Purpose T</th> <th>Purpose TV</th> </tr> </thead> <tbody> <tr> <td>01/08/2023</td> <td>Instrument AA</td> <td>1300</td> <td>0</td> </tr> <tr> <td>01/08/2023</td> <td>Instrument BB</td> <td>0</td> <td>150</td> </tr> <tr> <td>02/08/2023</td> <td>Instrument AA</td> <td>-100</td> <td>-350</td> </tr> <tr> <td>02/08/2023</td> <td>Instrument BB</td> <td>1400</td> <td>0</td> </tr> <tr> <td>03/08/2023</td> <td>Instrument AA</td> <td>-500</td> <td>700</td> </tr> <tr> <td>03/08/2023</td> <td>Instrument BB</td> <td>600</td> <td>0</td> </tr> <tr> <td>04/08/2023</td> <td>Instrument AA</td> <td>700</td> <td>-200</td> </tr> <tr> <td>04/08/2023</td> <td>Instrument BB</td> <td>-50</td> <td>400</td> </tr> </tbody> </table> <p>In this report, the only outputs are Cash flows.</p> <p>There are 4 breakdowns: 2 horizontal (Date and Instrument) and 2 vertical (Portfolio and Purpose).</p> <p>The same way the number of lines could increase from a report generated at a certain date and another generated at another date, the number of columns can then also increase. It should be necessary to configure another reconciliation task for this.</p>	Date	Instrument	Cash flow		Portfolio A	Portfolio B	Purpose T	Purpose TV	01/08/2023	Instrument AA	1300	0	01/08/2023	Instrument BB	0	150	02/08/2023	Instrument AA	-100	-350	02/08/2023	Instrument BB	1400	0	03/08/2023	Instrument AA	-500	700	03/08/2023	Instrument BB	600	0	04/08/2023	Instrument AA	700	-200	04/08/2023	Instrument BB	-50	400
Date	Instrument			Cash flow																																					
				Portfolio A	Portfolio B																																				
		Purpose T	Purpose TV																																						
01/08/2023	Instrument AA	1300	0																																						
01/08/2023	Instrument BB	0	150																																						
02/08/2023	Instrument AA	-100	-350																																						
02/08/2023	Instrument BB	1400	0																																						
03/08/2023	Instrument AA	-500	700																																						
03/08/2023	Instrument BB	600	0																																						
04/08/2023	Instrument AA	700	-200																																						
04/08/2023	Instrument BB	-50	400																																						
MR_08	It should be possible to reconcile files located in the users' local drives or the ESM shared drive.																																								

<p>MR_09</p>	<p>The files can have different labels representing the same row to reconcile. We have isolated lines as Example where</p> <p>File1</p> <table border="1" data-bbox="472 371 1158 448"> <thead> <tr> <th>Date</th> <th>Instrument</th> <th>Cash flow</th> </tr> </thead> <tbody> <tr> <td>04/08/2023</td> <td>Instrument AA</td> <td>300</td> </tr> </tbody> </table> <p>File2</p> <table border="1" data-bbox="472 555 1145 631"> <thead> <tr> <th>Date</th> <th>Instrument</th> <th>Cash flow</th> </tr> </thead> <tbody> <tr> <td>04/08/2023</td> <td>Instrument A</td> <td>300</td> </tr> </tbody> </table> <p>In File 1, the Instrument is labelled Instrument AA. In File 2, the Instrument is labelled Instrument A.</p> <p>The two lines to reconcile do not have the same breakdowns as the Instrument is different. The Reconciliation tool should be able to somehow consider that <i>Instrument AA</i> is mapped to <i>Instrument A</i> and consider these two lines as Matched and not as Missing source/target.</p>	Date	Instrument	Cash flow	04/08/2023	Instrument AA	300	Date	Instrument	Cash flow	04/08/2023	Instrument A	300
Date	Instrument	Cash flow											
04/08/2023	Instrument AA	300											
Date	Instrument	Cash flow											
04/08/2023	Instrument A	300											
<p>MR_10</p>	<p>It should be possible to perform a transformation on a field prior to applying a mapping. Example:</p> <p>File1</p> <table border="1" data-bbox="472 1169 1171 1276"> <thead> <tr> <th>Date</th> <th>Instrument</th> <th>Cash flow</th> </tr> </thead> <tbody> <tr> <td>04/08/2023</td> <td>Bond_Instrument AA</td> <td>300</td> </tr> </tbody> </table> <p>File2</p> <table border="1" data-bbox="472 1384 1193 1491"> <thead> <tr> <th>Date</th> <th>Instrument</th> <th>Cash flow</th> </tr> </thead> <tbody> <tr> <td>04/08/2023</td> <td>Security_Instrument A</td> <td>300</td> </tr> </tbody> </table> <p>The field Instrument is now composed of 2 strings concatenated with an underscore. <i>Bond</i> in File 1 is equivalent to <i>Security</i> in File 2 and <i>Instrument AA</i> is equivalent to <i>Instrument A</i> in File 2. The tool should be able to consider these two lines as Matched and not as Missing source/target.</p>	Date	Instrument	Cash flow	04/08/2023	Bond_Instrument AA	300	Date	Instrument	Cash flow	04/08/2023	Security_Instrument A	300
Date	Instrument	Cash flow											
04/08/2023	Bond_Instrument AA	300											
Date	Instrument	Cash flow											
04/08/2023	Security_Instrument A	300											
<p>MR_11</p>	<p>It should be possible to reconcile the data of a file having a changing number of columns. This is an example of the possible data to reconcile:</p> <pre># Report1 # /Column1 # /Column2 # /Column3 # /Column4 AT0000A1VGK0,EUR,0,EUR,</pre>												

	<p>AT0000A269M8, EUR, 0, EUR,  BE0000334434, EUR, 0, EUR,  BE0000335449, EUR, 0, EUR,  BE0000346552, EUR, 0, EUR,  BE0000347568, EUR, 0, EUR,  BE0000354630, EUR, 0, EUR</p> <p>The data separator being the comma, the first 5 rows have only one column.  Then the next rows have 4 columns.</p> <p>There should be way to reconcile the data with a data having the same structure i.e.  5 first rows with one column then other rows with 4 columns.</p>									
MR_12	<p>A numerical break during a reconciliation task could be considered as a matched if  the caught difference is under a certain tolerance threshold.  The tolerance should be defined as an absolute threshold and/or a percentage  (relative) one.</p>									
MR_13	<p>The tool should be able to manage merged cells in breakdowns.</p>									
MR_14	<p>It could be possible to have different tolerance threshold for the same output  depending on the breakdowns.  Example:</p> <table border="1" data-bbox="472 947 1046 1059"> <thead> <tr> <th>Date</th> <th>Currency</th> <th>Cash flow</th> </tr> </thead> <tbody> <tr> <td>04/08/2023</td> <td>EUR</td> <td>300</td> </tr> <tr> <td>04/08/2023</td> <td>JPY</td> <td>40500</td> </tr> </tbody> </table> <p>It could be possible to reconcile the Cash flow in EUR with 1 as tolerance and the JPY  cash flow with 100 as tolerance.</p>	Date	Currency	Cash flow	04/08/2023	EUR	300	04/08/2023	JPY	40500
Date	Currency	Cash flow								
04/08/2023	EUR	300								
04/08/2023	JPY	40500								
MR_15	<p>It could be possible to have a centralized tolerances management.  For instance, if a user chooses to reconcile a set of 150 reports using a 1 absolute  threshold on Cash flows, the same user could be able to execute a reconciliation  using a 10 absolute tolerance on Cash flows by changing the threshold parameter in  a centralized place – not by changing the 150 tasks manually.</p> <p>If the above can be achieved with another methodology by the Tool Provider, it  should be fine for us.</p>									

Nice to have Requirements	
OR_01	The reconciliation tool could support other file formats.
OR_02	The reconciliation tool could perform multi-files comparison.
OR_03	Reconciliation tasks can be gathered in sub-categories.
OR_04	Reconciliation tasks can be scheduled to be launched at a certain time

The Reconciliation Software must be, at all times, in accordance with the current state of technology and must be updated, upgraded, enhanced and supplemented as required to ensure that it conforms at all times to best industry practices.

The Reconciliation Software must be user friendly. The ergonomics, screen design and navigation of user interface must be intuitive.

## 4. Users

10 users will be working with the Tool Provider's reconciliation software. The user base will only include the ESM staff. However, the user base may be flexibly changing due to regular staff turnover and business needs. The Reconciliation Software will be used onsite, i.e. at the ESM office, and off-site, i.e. for remote work. The reconciliation tool will be accessed directly by the users, or through server processes for use in automatic models and reports.

## 5. Description of services

The Tool Provider will be required to perform the following tasks:

- Implement the Reconciliation Software in a well-planned and coordinated manner in accordance with a deployment plan agreed in advance with the ESM.
- Provide technical and functional support services;
- Ensure appropriate test and production environments, and related functionalities to support the implementation and future configuration/development of the Reconciliation Software;
- Provide technical support using e-mail or customer portal provided during 09.00 am until 18.00 PM European time, unless the ESM and tool provider agree otherwise. The deadline will be agreed with the ESM according to the urgency of the issue.
- Provide training on how to use the Software to the current and new users.
- Regularly maintain the Software throughout up to date the entire term of the Contract, including, but not limited to:
  - all components subject to maintenance services;
  - security patches, including those required to maintain the Software in-line with operating system upgrades to ensure its continued seamless integration into our environment;
  - updates/upgrades and enhancements;
  - reporting updates to the ESM;
  - security safeguards;
  - functional enhancements etc. (if applicable).
- Customise the Software on the basis of specific needs (e.g. customised report development);
- Provide the ESM with the ability to create reconciliation processes using existing functionality in the Reconciliation Software , formats, and adaptors.

## 6. Security standards

The Tool Provider will provide all services, using security technologies and techniques in accordance with best industry practices. "**Best Industry Practices**" mean the exercise of the degree of professionalism, skill, diligence, prudence and foresight which is expected from a highly skilled and highly experienced Tool Provider engaged in the same type of activity under the same or similar circumstances.

The Tool Provider will, in particular, establish and maintain safeguards against unauthorised access to, or the destruction, loss or alteration of, the ESM data in the Tool Provider's possession or control that are no less rigorous than the most stringent of the following safeguards:

- (i) the Best Industry Practices
- (ii) the Minimum Security Requirements as defined below; and

- (iii) the safeguards maintained by the Service Provider for the Service Provider's own data of a similar nature.

The Tool Provider will further ensure that the Tool Provider personnel do not attempt to access or allow access to, the ESM data to which they are not entitled or that is not required for the performance of the services by the Tool Provider personnel under the awarded contract.

## 7. Implementation

The implementation consists of the following key activities:

- Implementatinon should not require more than 3 months time;
- Installation/setup of the ESM tenant along with all required licenses;
- Configuration of user profiles and setup of users;
- Development of any necessary custom adapters/components to fulfil the requirements, if necessary;
- System/integration testing and user acceptance testing;
- Training of the users.

The ESM expects the Tool Provider to create an implementation plan, considering:

- The implementation should start as soon the contract has been signed.
- Define roles and responsibilities during the implementation phase, along with resource planning, with special attention to how much involvement from ESM resources is required at which stage.
- No data migration from ESM system(s) is foreseen or in the scope of this project. Existing reconciliation processes will be configured in the reconciliation tool.
- Define which tasks may be undertaken by the ESM.
- Complete UAT testing of the Reconsiliation Software prior to their final acceptance is a must requirement to go live.

The ESM will provide nominated points of contact (plus one back-up individual) for the Implementation period.

## 8. Training

The Candidate will provide training on how to use the reconciliation tool to users during the implementation phase.

The training must include a train-the-trainer component, which teaches frequent users of the reconciliation tool to support other more infrequent users.

The training content must cover at least the following aspects:

- Configuration of new reconciliation processes;
- Execution of reconciliations, reading results, mismatch handling, acceptance;
- Reporting functionality;
- Change management, i.e., how to implement staging (test, acceptance, live etc.) and versioning of reconciliation processes, either by using the functionalities of the tool itself or by using 3<sup>rd</sup> party tools (e.g., export of reconciliation process in serializable format and versioning in Git);
- Administrative functions, if applicable.

Any update to the Reconciliation Software resulting in a change of functionalities impacting any of the users must be raised with the ESM prior to the update coming in place and relevant training must be provided again to users.

The provider must specify the type of training(s) used, e.g., on-site classroom, on-line interactive, webinars.

Develop an up-to-date standard user guide explaining how to use the Software Tool

## 9. Maintenance and support

The Candidate will support the reconciliation tool through:

- The Tool Provider will define a single point of entry for the support and communication with the ESM users;
- If the ESM users notify the Tool Provider of a substantial program error respecting the software, or the Tool Provider has reason to believe that error exists in the software and so notifies the ESM users, the Tool Provider shall at its expense verify and attempt to correct such error or provide a workaround with high priority and an agreed deadline with the ESM according to the urgency of the issue.
- If the ESM is not satisfied with the correction, or if the Tool Provider is unable to correct such error, then the ESM may terminate this Agreement, and the Tool Provider will provide the ESM with a pro rata refund of the license fees previously paid by the Licensee, which will be calculated using the remainder of the license term (beginning with the date the error first occurred).

The Candidate will maintain the reconciliation tool throughout the entire term of the Contract, including, but not limited to:

- Maintaining all components subject to maintenance of the Reconciliation Software;
- Applying security patches, including those required to maintain the reconciliation tool in-line with operating system upgrades to ensure its continued seamless integration with the ESM environment;
- Applying updates, upgrades, and/or enhancements;
- Reporting on all update procedures to the ESM, ahead of time and after completion;
- Implementing security safeguards;
- Providing functional enhancements, if applicable.

## 10. Transition Period

After the expiry or termination of the Contract, irrespective of its cause and as requested by the ESM in its sole discretion, the Tool Provider will continue to perform all its obligations set out in the Contract according to the fees specified in the Contract until full and successful migration to the ESM or another Tool Provider of all services, data, processes and anything else affected by the expiry or termination of the Contract. The completion of the full and successful migration will be determined by the ESM in its sole discretion and the ESM will inform the Tool Provider once no services are required to be provided by the Tool Provider anymore.

The Tool Provider will support the ESM and provide all necessary information and assistance in order to secure a successful migration to the ESM or the new tool provider, including, but not limited to, the following, as requested by the ESM in its sole discretion: (a) provide consulting services related to the termination and migration; (b) support the transfer and migration to the ESM or the new service provider; (c) provide any information relevant for the performance of the expired/terminated services; (d) train the ESM and/or the new tool provider's personnel; (e) transfer the ESM's data to the ESM or the new tool provider; (f) grant the ESM or the new tool provider access to all documents and any other materials produced by the Tool Provider in connection with delivering services to the ESM.

Three (3) months prior to the expiry of the Contract or as soon as a notice to terminate the Contract has been served, each party will designate a contact person responsible for the termination and migration process. The parties will then agree on the technical steps which are necessary for the successful transfer and migration to ESM or another tool provider of all services, data, processes, and anything else affected by the expiry or termination of the Contract.

## **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



## 7 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 120k 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.	A signed self-attestation from the Candidate. No specific template is requested by the ESM.

#### 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 the deployment of Reconciliation Tool services across a range of existing clients (to include both public & private sector).	At least five years of relevant experience in the provision of services similar to the services set out in Annex 1 to this RFP. At least one similar (in scope and complexity) project completed in the last four years preceding the submission.	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. A signed list of project meeting the requirements set under this item. The list shall include details of the start and end date, project scope, total project value, and amount invoiced. For ongoing projects, only the portion completed during the reference period will be taken into consideration. No specific template is requested by the ESM.
2.	The candidate must be able to provide an experienced Team of a subject matter experts/consultants if requested by ESM.	A team of at least one experts/consultants in the field of reconciliation services of expertise necessary for performance of the Contract	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. Detailed CVs of the team members proposed. The ESM recommends submitting the CVs in the EU CV format.

### 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> </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>Criteria 1 - Ability to meet the Technical and Functional requirements</b>	<b>25%</b>
<p>RFP Information required from Candidates</p> <p><b>a) Written response:</b></p> <ul style="list-style-type: none"> <li>• <u>Mandatory Requirements;</u> <ul style="list-style-type: none"> <li>i) Candidates must confirm to the ESM that meet all Mandatory Requirements (see Annex 1) can be provided off the shelf.</li> <li>ii) Candidates must then confirm that all Mandatory Requirements (see Annex 1) will be installed and implemented by the Service Provider.</li> <li>iii) Candidates must then explain in detail what would the position be on implementation in terms of; <ul style="list-style-type: none"> <li>▪ How much effort &amp; time would be needed to implement any of the Mandatory Requirements not available off the shelf?</li> </ul> </li> </ul> </li> <li>• <u>Nice to have Requirements;</u> <ul style="list-style-type: none"> <li>iv) Candidates must also confirm to the ESM which <b>additional Requirements</b> (see Annex 1) can be provided off the shelf.</li> <li>v) Candidates must then confirm which additional Requirements (see Annex 1) will be installed and implemented by the Service Provider. Candidates must then explain in detail what would the position be on implementation in terms of; <ul style="list-style-type: none"> <li>▪ How much effort &amp; time would be needed to implement any of the additional Requirements not available off the shelf?</li> </ul> </li> </ul> </li> </ul>	
<b>Criteria 2 DEMO presentation and user friendliness and intuitive user interface</b>	<b>30%</b>
Candidates must prepare a live online presentation that shows the ESM how the Mandatory/Nice to have Requirements & Workflows would operate online. The case studies are provided in the Appendix 1 and in the Appendix 2. We expect the providers to prepare the case studies and show it during the DEMO presentation.	

<b>Criteria 4 Support, maintenance,and training plan</b>	<b>10%</b>
<p><b>Training Plan</b> Candidates must produce a proposed training plan, timing, an online training guide for both ESM and Supplier use.</p> <p><b>Support, Maintenance</b> Candidates must produce a pack of information explaining of how the tool solution is regularly maintained and the anticipated maintenance windows required per annum including all requirements listed in Annex 1</p>	
<b>Criteria 5 Implementation plan</b>	<b>5%</b>
Candidates must produce a proposed and detailed implementation plan, including required effort, identifying the key activities, clear roles and responsibilities and a total proposed elapsed time from start to final test and acceptance stage including all requirements listed in Annex 1.	
<b>Price</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>

- **Commercial Award Criteria**

In their commercial responses, Candidates should refer to the price award criteria and instruction numbers before providing their answers listed in Section 3.2 of the RFP.

The Candidates' commercial 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') as Annex 4.

The Service Providers are requested to provide an estimated effort required to implement all ESM requirements listed in the Annex 1, please include this estimate in your commercial offer.

## **Annex 4 Commercial Response Annex**

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See attached

## Appendix 1

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### ***Expectation of the demonstration***

The demonstration should take place in several parts:

1. General presentation of the tool

The presentation should at least explain the following points:

- how the tool is to be initially installed if applicable
- how to create user if applicable
- how much space is needed for the tool installation if applicable
- how the tool should be launched
- how to configure a reconciliation task
- how to generate files with the results of the reconciliation
- how to schedule reconciliation tasks (optional)

2. Use cases

The demonstration should show the reconciliation of several files.

The files are located in 2 different paths *env1* and *env2*.

The tool should be able to reconcile all the files of *env1* against those of *env2*.

The demonstration would show how Mandatory requirements are achieved.

It is allowed to use more than one reconciliation task per requirement as long as all data are reconciled.

- MR\_06:  
Some elements of the path should be configured with path parameters.  
In particular, for the file *env1\BO\20230912\efsf\_situation\_report\_20230912.xls*  
*env1* and *20230912* should be configured as parameters.  
It would allow to change execute another reconciliation task using the same files but generated at another date or located on another environment.
- MR\_09:  
One should show the configuration for the mapping fields.

	A	B	C	D	E	F	G
1			W_BDF_ESM1			W_BIS_ESM_USD	
2			BANQUE DE FRANCE			BIS_BASEL	
3	Date		118,735			0	
4			01/09/2023 to 30/09/2023			01/09/2023 to 29/09/2023	
5		Out, Nominal	Period rate	Daily accrual	Out, Nominal	Period rate	Daily accrual
6	31/08/23						
7	01/09/23	2.17	3.452	0.0002	2,002,500,000.00	5.300	294,812.5000
8	02/09/23	2.17	3.452	0.0002	2,002,500,000.00	5.300	294,812.5000
9	03/09/23	2.17	3.452	0.0002	2,002,500,000.00	5.300	294,812.5000
10	04/09/23	0.00	3.452	0.0000	2,002,500,000.00	5.300	294,812.5000
11	05/09/23	0.00	3.451	0.0000	2,002,500,000.00	5.300	294,812.5000
12	06/09/23	0.00	3.452	0.0000	2,002,500,000.00	5.300	294,812.5000
13	07/09/23	0.00	3.452	0.0000	2,002,500,000.00	5.300	294,812.5000
14	08/09/23	0.00	3.453	0.0000	2,002,500,000.00	5.300	294,812.5000
15	09/09/23	0.00	3.453	0.0000	2,002,500,000.00	5.300	294,812.5000
16	10/09/23	0.00	3.453	0.0000	2,002,500,000.00	5.300	294,812.5000
17	11/09/23	0.00	3.452	0.0000	2,002,500,000.00	5.300	294,812.5000
18	Total			0.0006			3,242,937.5000

- MR\_07:

The file cash\_account\_accrual\_wallet\_20230912.xls of env1 should be reconciled with the one of env2.

These files contain vertical breakdowns.

The header fields on the 5 first rows are to be considered as vertical breakdowns and along with the *Date* column form the key for the reconciliation.

The rest of the fields are outputs to reconcile.

The 3<sup>rd</sup> column of the header should be considered as a contract, and therefore the mapping feature (MR\_06) should be applied.

The expected outcome of the reconciliation task is:

- One break for the key: 31/08/2023 || W\_BUBA\_EFSF || BUBA || 0 || 31/08/2023 to 30/09/2023 || Out, Nominal.

The output is 5526417134.93 in env1 and is 6526417134.93 in env2.

- There should be 39 missing source results and 39 missing target results as the contract numbers for columns Q, R and S are different.

- MR\_10:

The file efsf\_situation\_report\_20230912.xls of env1 should be reconciled with the one of env2.

The field *Internal Transaction Number* is to be broken into 2 parts before applying a matching.

In particular, on the first row to reconcile, the value for env1 is REPO\_TR\_1591 and REPO\_TR\_10000591.

The tool should be able to break the field into *REPO\_TR* and *1591* for env1 and *REPO\_TR* and *10000591* for env2.

The second part is to be considered as a contract number and mapped using the MR\_09 feature.

The expected outcome of the reconciliation task is:

- No break, no missing source, no missing target

- MR\_11:

The file to reconcile is

20230912\_SFTR\_deltaconX\_222100W4EEAQ77386N50\_REU\_143241.csv

The file contains only one column on the first 31 rows and 17 columns after that.

The reconciliation task should consider column O (ISIN CODE) as part of the key.

The expected outcome of the reconciliation task is:

- No break
- One missing source and one missing target as the last ISIN code are different in the 2 files.

- MR\_12:

The file to reconcile is investment\_position\_20230912.xls.

The columns from A to G are to be considered as keys, the rest are figures to reconcile.

A tolerance of 0.01 should be applied on field MDuration.

A tolerance of 1% should be applied on field Market Value

A tolerance of 20 AND 2% should be applied on field DV01

A tolerance of 5000 OR 0.01% should be applied on field MDurWeight

The expected outcome of the reconciliation task is:

- Tolerated break on field MDuration on row 1 (EUR| | | 12/09/2023 | | | M\_CAP1\_GL | | Cash Balance | | 1) [0.002777777777777778 vs 0.007777777777777778]
  - Break on field MDuration on row 2 (EUR| | | 12/09/2023 | | | M\_CAP1\_GL | | Committed Cash | | 1) [0.002777777777777778 vs 0.015777777777777778]
  - Break on field Market Value on row 1 (EUR| | | 12/09/2023 | | | M\_CAP1\_GL | | Cash Balance | | 1) [443939851.01 vs 448380000]
  - Break on field MDuration on row 2 (EUR| | | 12/09/2023 | | | M\_CAP1\_GL | | Committed Cash | | 1) [3760 vs 3780]
  - Tolerated break on field DV01 on row 4 (BGTB ZC 11/01/24| | BE0312792642| | 12/09/2023 | | 11/01/2024| | M\_CAP1\_GL | | Bond| | 1) [-1637.46 vs -1647.46]
  - Tolerated break on field DV01 on row 5 (BGTB ZC 07/03/24| | BE0312793657| | 12/09/2023 | | 07/03/2024| | M\_CAP1\_GL | | Bond| | 1) [-2381.71 vs -2431.71]
  - Tolerated break on field DV01 on row 6 (BGTB ZC 09/05/24| | BE0312794663| | 12/09/2023 | | 09/05/2024| | M\_CAP1\_GL | | Bond| | 1) [-16046.56 vs -16346.56]
  - Break on field DV01 on row 7 (BGTB ZC 11/07/24| | BE0312795678| | 12/09/2023 | | 11/07/2024| | M\_CAP1\_GL | | Bond| | 1) [-4026.85 vs -5026.85]
  - Break on field MDurWeight on row 6 (BGTB ZC 09/05/24| | BE0312794663| | 12/09/2023 | | 09/05/2024| | M\_CAP1\_GL | | Bond| | 1) [244091340 vs 244096840]
  - Break on field MDurWeight on row 7 (BGTB ZC 11/07/24| | BE0312795678| | 12/09/2023 | | 11/07/2024| | M\_CAP1\_GL | | Bond| | 1) [48518220.75 vs 48523020.75]
  - Break on field MDurWeight on row 8 (CTB ZC 18/07/24| | CA1350Z7B603| | 12/09/2023 | | 18/07/2024| | M\_CAP1\_GL | | Bond| | 1) [164831650.47 vs 164851650.47]
  - Break on field MDurWeight on row 9 (CTB ZC 04/01/24| | CA1350Z7BQ65| | 12/09/2023 | | 04/01/2024| | M\_CAP1\_GL | | Bond| | 1) [16937164.01 vs 16938164.01]
- MR\_13 and MR\_15:  
The files to reconcile are efsf\_pl\_perf\_20230912.xls, htm\_pl\_perf\_20230912.xls, esm\_pl\_perf\_20230912.xls. is also available below in the zip file.  
the 3 first columns should be considered as keys and the rest as outputs to reconcile.  
Fields on columns B and C can be merged, though one should be able to perform a reconciliation.  
On each of the files, the column MarketValue is to reconcile with a an absolute 100 tolerance. This tolerance should be configured at one place for all the 3 reconciliation tasks.  
There should be one break for each of the file.  
**The demonstration should then show how to change the centralized tolerance, set it up to 200 and relaunch the configuration. All the breaks should then be tolerated.**
  - MR\_14:  
The file to reconcile is esm\_pl\_perf\_20230912.xls as in the previous use case.  
There should be a conditional tolerance on the column Cash.



If the field Currency is JPY then the tolerance should be 100 otherwise it should be 1.

The expected outcome of the reconciliation task is:

- Tolerated break on row 54 (M\_CAP2\_DIV || JPY || Total JPY) [-233158554154.62 vs -233158554204.62]
- Break on row 55 (M\_CAP2\_DIV || JPY || Total JPY) [-233158554154.62 vs -233158554264.62]
- Tolerated break on row 56 (M\_CAP2\_DIV || SEK || Total SEK) [-940482444.43 vs -940482444.93]
- Break on row 57 (M\_CAP2\_DIV || JPY || Total JPY) [-940482444.43 vs -940482446.43]

## Appendix 2

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### *Mapping tables*

Mapping for contracts:

<b>Contract for env2</b>	<b>Mapping value</b>
128735	118735
10000591	1591

All files' examples are in attached zip:



Reconciliation demonstration.zip