

<p>European Stability Mechanism</p> 
<h2>Request for Proposal</h2>
<p>Ref. No.: HR/11/IA/MC/23</p>
<p>Interim Agency Services</p>
<p>04/12/2023</p>

Contents

1	Introduction	4
1.1	The European Stability Mechanism	4
1.2	Overview of this RFP	4
1.3	Overview of the Procurement Requirement	4
2	RFP Content	5
3	The RFP Process	5
3.1.	Type of Procurement Procedure	5
3.2.	Procurement Process Steps and Timelines	5
3.3.	Eligibility, Exclusion, Selection and Award Criteria.....	6
3.4.	The ESM Contact Details.....	7
3.5.	Clarifications of the RFP	8
3.6.	Presentations	8
3.7.	Due Diligence Elements	8
3.8.	Negotiations.....	8
3.9.	Notification of the ESM’s decision.....	9
3.10.	Contract Terms and Conditions	9
4	Terms and Conditions of the RFP	9
4.1	Rights of the ESM.....	9
4.2	Cost of Participating in the Procurement Process.....	10
4.3	Materials and Documents.....	10
4.4	Validity of the Proposal.....	10
4.5	Compliance with Law.....	10
4.6	Trade Name, Logo and Marks.....	11
4.7	Confidentiality.....	11
4.8	Involvement of/Reliance on Third Parties	12
4.9	Transfer of Undertakings	13
5	Structure of the Proposal.....	13
6	Submission of the Proposal	15
	Annex 1 Terms of Reference.....	16
	Annex 2 Eligibility, Exclusion Criteria, and other required information and documents.....	23
1.	Section 1: Declaration on Eligibility.....	23
2.	Section 2: Non-Collusion Declaration.....	23
3.	Section 3: Other Required Information and Documents.....	23
4.	3.1. Cover certification form.....	23
5.	3.2. Consortium declaration	23
6.	3.3. Subcontractor commitment letter	23

Annex 3 Selection and Award criteria	24
1. Selection Criteria.....	24
1) Economic and financial standing	24
2) Technical or professional ability	24
3) Authorisation and suitability to carry out the relevant professional activity	26
2. Award Criteria	27
Annex 4 Commercial Response	30
Annex 5 Draft Agreement	31

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 agreements to be awarded as a result of this procurement process (“**Agreement**” or “**Contract**”) will be awarded to the Candidates whose Proposal best meets the award criteria. The Agreements will include the requirements and obligations set out in the Terms of Reference, enclosed as Annex 1, and those set out in Annex 5 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 multiple Agreements for the provision of the services with up to five (5) service providers (“**Service Provider(s)**” or “**Interim Agency/ies**”) 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 Service Providers awarded an agreement will constitute the Interim Agency Panel. All Service Providers on the panel will be invited to mini competitions to propose candidates whenever ESM has a need for temporary work services.

For contract management services, the ESM will apply the cascade method, meaning that it will contact first the Interim Agency that provided the highest-ranked proposal for the provision of contract management services to the ESM (the “Highest Ranked Interim Agency”) and turn to the second Interim Agency, and next one(s) in descending order if the Highest Ranked Interim Agency or the second Interim Agency or the next one(s) is not capable of, unavailable or not interested in providing the contract management services in question.

Please review Annex 5 Draft Contract for further detail.

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

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

2 RFP Content

The RFP package consists of the following documents:

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

3 The RFP Process

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) 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	04/12/23



No.	Procurement Process Steps	Timeline
2.	Deadline for submission of clarifications/questions on the Contract Notice and the RFP (via the ESM Procurement tool) Note: <u>any comments about the legal terms must be submitted before this deadline.</u>	15/01/24 11:00 hrs (local Luxembourg time)
3.	Response to the clarifications/questions on the Contract Notice and the RFP (via the ESM Procurement tool)	Regularly
4.	Deadline for submission of Proposals (via the ESM Procurement tool)	01/02/24 11:00 hrs (local Luxembourg time)
5.	Presentations	26/02/24 to 01/03/24
6.	Negotiations completed (if applicable) and Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal	18/07/24
7.	Agreement target signature date	14/08/24
8.	Agreement's target commencement date	31/08/24

3.3. Eligibility, Exclusion, Selection and Award Criteria

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

Candidates may submit, and if requested by the ESM will submit, evidence to demonstrate their eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

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

ELIGIBILITY AND EXCLUSION CRITERIA – elements of the evaluation		
Eligibility and Exclusion Criteria	Duly executed declarations as requested in Annex 2 Section 1	Pass / Fail

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



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

SELECTION CRITERIA – elements of the evaluation		
Selection Criteria	Economic and financial standing	Pass / Fail
	Technical or professional ability	Pass / Fail
	Authorisation and suitability to carry out the relevant professional activity	Pass / Fail

Candidates must achieve “pass” for all “pass/fail” criteria and must comply with all eligibility, exclusion and selection criteria to be assessed further.

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

AWARD CRITERIA			
QUALITY	50%	PRICE	50%
Core business	20%	Price	50%
Database	20%		
Administration and reporting	10%		
Score available	50%		50%
Total Score 100%			

Technical proposals of those Candidates who received less than 50% of the maximum available score for the Quality (25/50) award criteria will be deemed of insufficient quality and eliminated from further evaluation.

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

$$\text{Candidate's Commercial Score} = \frac{\text{Lowest offered TOTAL for the financial evaluation}}{\text{Candidate's Proposed TOTAL for the financial evaluation}} \times \text{Maximum Price score (i.e. 50)}$$

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

3.4. The ESM 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
Attention: Marion Courbis

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 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.

3.6. Presentations

All candidates meeting the eligibility and selection criteria will be invited to present their proposal to the ESM.

The ESM will coordinate the schedule of presentations promptly after the receipt of the Proposals. These will likely occur in person at the ESM offices however if this is not feasible, presentations via video conference will also be allowed. The Candidates should ensure that qualified personnel who will ultimately work with ESM if the Candidate is awarded a contract, are available during this period to present the proposal (including both temporary work services and contract management services) and to answer questions from the ESM. Presentations are anticipated to take place over one hour.

The ESM envisages to schedule the presentations between the 26/02/24 and 01/03/24. The ESM will contact the Candidates to arrange the meetings.

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

3.7. Due Diligence Elements

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

3.8. Negotiations

The ESM may at its sole discretion either award the Contract on the basis of the initial Proposal or negotiate with one or several Candidates who best meet the award criteria in order to bring their Proposals in line with the ESM's requirements. The ESM conducts the negotiations in accordance with

the ESM Procurement Policy. By submitting a written proposal to this Request for Proposal, the Candidates commit themselves to comply with the negotiations timeline presented in the Section 3.2.

3.9. Notification of the ESM's decision

The ESM will notify in writing 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.

3.10. Contract Terms and Conditions

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

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

While the ESM Agreement will form the agreement between the ESM and the selected Candidates, the **Candidates are also required to submit a copy of their individual services contract (contrat à mise à disposition) which will be annexed to the ESM Agreement**. The ESM will review the individual services contract and request any changes required from the ESM's perspective during the negotiation phase.

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 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) (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 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 ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to provide completed, dated and signed by a duly authorised representative Annex 2 Section 3.1 – “Cover Certification Form”	Fully scanned copy with signature in PDF
2.	Declaration on the Candidate’s Eligibility Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative Annex 2 Section 1 – “Declaration on Eligibility)	Fully scanned copy with signature in PDF
3.	Non-Collusion Declaration Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	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 Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to address the requirements under the selection criteria listed in Annex 3 section 1	Fully scanned copy with signature in PDF
5.	Technical Proposal Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	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.	Fully scanned copy with signature in PDF
6.	Commercial Proposal Upload in the ESM Procurement tool under: FINANCIAL ENVELOPE	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.	Fully scanned copy with signature in PDF and a writable Excel version



Forms to fill in	Candidate (including Consortium Lead)	Consortium members	Key Subcontractors
Declaration on Eligibility Annex 2.1	To be completed	To be completed	N/A
Declaration of Non-Collusion Annex 2.2	To be completed	To be completed	N/A
Cover Certification form Annex 2.3.1	To be completed	N/A	N/A
Consortium declaration Annex 2.3.2	To be completed	To be completed	N/A
Subcontractor commitment letter Annex 2.3.3	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

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

1. Overview

The ESM intends to conclude multiple framework agreements for the provision of temporary work services and contract management services related to interim personnel (Interim Agency Services) with various Service Providers (up to five) in order to support the ESM with interim personnel in different business areas and activities (Disciplines) in relation to precise and non-permanent tasks for periods of up to 12 months, to be delivered primarily at the ESM's offices in Luxembourg. The Disciplines include, but are not limited to, Finance, Administration (Personal/administrative assistance), IT, and other support functions (e.g. HR, Facilities Management and Communications).

The successful Candidates ("**Interim Agencies**"), with whom the ESM will sign framework agreements as a result of this procurement procedure, will be put on a so-called Interim Agency Panel. If the ESM determines a need for Interim Agency Services in a given Discipline, the ESM will sign an implementing contract with one of the Interim Agencies on the Interim Agency Panel.

The Interim Agency with whom the ESM will sign an implementing contract will be selected in accordance with the process described in section 5 below.

The implementing contracts will be subject to the terms and conditions of the relevant framework agreement.

Framework agreements will be awarded for a four-year term.

The ESM's official working language is English. To this end, all proposed interim personnel are required to have excellent written and spoken English. In addition, all administrative matters with the successful Candidates, with whom the ESM will sign framework agreements as a result of this procurement procedure, including but not limited to the framework agreement and implementing contracts, invoicing, account management, and reporting will also be conducted in English.

The ESM will only select Candidates who can provide all the Disciplines.

2. Core Services Required

The Candidates are required to provide the following Interim Agency Services, comprising of temporary work services and contract management services:

Activities	Temporary work services	Contract management services
Research industry, locate talent pool and search current databases	✓	
Local advertising (job boards and websites)	✓	
Management of applicant communications	✓	
Long-listing or short-listing (as agreed with the ESM)	✓	
Arrange and schedule interviews with the ESM (phone-based, online video interviews or in person)	✓	
Reference checks and reports	✓	
Credential check and verification (e.g. clearance to work in Luxembourg and/or criminal record check)	✓	
Identify preferred applicant with the ESM, complete remuneration negotiations and offer acceptance	✓	
Unsuccessful applicant de-briefing	✓	



On-boarding activities as required, including obtention of working visa and the signing of the employment contract	✓	✓
Personnel time-sheeting and client billing	✓	✓
Personnel payroll	✓	✓
Regular follow-up on the interim worker experience at ESM	✓	✓

Interim personnel will be required for, but not limited to, the following Disciplines:

1. Financial operations
2. Economics
3. Corporate governance and Institutional relations
4. Administration (including personal and administrative assistance)
4. Other support functions (e.g. HR, IT and Facilities Management, Communications).

In all cases and regardless of the specific Discipline, the proposed interim personnel must possess the following capabilities:

- Strong skills in MS Office, knowledge of other Microsoft software and platforms is an asset
- Excellent written and spoken English
- Any additional skills as specified in the ESM job description.

3. Vetting of Interim Workers (SWIFT)

To the extent permitted under the applicable laws and regulations, and to the extent the required information is available, the Interim Agencies will perform background checks on all candidates for Interim Workers who may have access to local ESM's SWIFT infrastructure i.e. SWIFT-related systems and virtualisation platform hosting SWIFT-related virtual machines. The ESM will inform the Interim Agency if a given Interim Worker position requires access to local ESM's SWIFT infrastructure in the ESM's automated email request referred to in the mini competition process further down.

The Interim Agency will conduct the background checks prior to the signature of a services contract with the ESM. The Interim Agency will also confirm to the ESM in writing (e.g. via email) that the background check has been performed and if any irregularities were discovered. If the background check reveals any irregularities, the ESM in its sole discretion will decide whether to sign a services contract with the Interim Agency.

The scope of the background checks referred to in this section will include the following elements:

- Identity verification
- Confirmation of full details of qualifications
- Confirmation of previous employment history
- Details of any past or pending civil or criminal proceedings
- Validation of any involvement in external businesses that could result in a conflict of interest
- Financial credit verification

The ESM reserves the right to perform audits on the performance of the background checks referred to in this section. Further information is detailed in the draft contract.

4. Additional Information

- The number of interim positions is on average 10-15 per year. This is not to be interpreted as a commitment on behalf on the ESM but an indication only – the actual volumes may vary.

- The average length of an interim personnel contract is between 9 months.

Interim personnel will benefit from:

- 30 days of annual leave, calculated on a pro-rata basis,
- 17 days of public holidays per calendar year, determined by the ESM at the end of each calendar year for the next calendar year. These holidays may partially differ from the public holidays in Luxembourg.
- Extraordinary holidays: provided under Luxembourg law (covering e.g. removal, marriage, PACS, death of a family member, birth of a child and adoption)
- Social security benefits: provided under Luxembourg law (covering e.g., sick leave, maternity leave, unemployment benefits, family allowances, accidents at work, occupational diseases, disability and pensions),
- Any other mandatory employer contributions and/or costs that may apply.

5. Process for Awarding Implementing Contracts

The Interim Agency with whom the ESM will sign an implementing contract will be selected in accordance with the following process:

a. Temporary work services

The Interim Agency with whom the ESM will sign an implementing contract for temporary work services will be selected by conducting a mini-competition between the Interim Agencies on the Interim Agency Panel, in accordance with the 'Mini-Competition Process' described below, unless a mini-competition is not required under the ESM Procurement Policy.

Mini-Competition Process

Where a mini-competition is used, implementing contracts will be awarded in accordance with the provisions on mini-competition laid down below and reflected in the framework agreements signed as a result of this procurement procedure. Article 10 of the ESM Procurement Policy does not apply.

1. **ESM's automated email request:** When the ESM determines a need for the temporary work services, the ESM will contact all Interim Agencies via an automated system notification email inviting them to access the electronic platform where they will be able to consult the job advert for which the ESM is requesting the Interim Agencies to propose profiles (and submit their CVs) matching ESM's job requirements. The job advert on the electronic platform will outline (if applicable) such elements as:

- ✓ ESM's contact details for any requests for clarification;
- ✓ Key activities and type of profile of an interim worker;
- ✓ If an interim worker may need to have access to local ESM's SWIFT infrastructure;
- ✓ Reason for the interim worker need;
- ✓ Anticipated length of the initial implementing contract, including the ideal start date, end date and any potential renewals or extensions;
- ✓ Deadline for submission of CVs;
- ✓ Other relevant matters.

2. **Clarifications:** Interim Agencies may request clarifications from the ESM. The ESM will endeavour to respond to such requests for clarification in a timely manner but reserves the right not to answer a particular request. The ESM will share the Interim Agencies' questions and responses on an anonymous basis, unless the ESM determines, in its sole discretion, that a query is relevant to the requesting Interim Agency only, in which case the ESM will provide a response to that Interim Agency only.
3. **Submissions of the CVs:** In reply to the ESM's automated email request, the Interim Agency will be asked to submit (upload) CVs of the proposed profiles matching the ESM's job requirements. CVs must be submitted (uploaded) no later than by the deadline set out in the job's advert.
4. **Negotiations:** Following the receipt of the CVs, the ESM may request additional details or other information for the purposes of clarity or completeness. The ESM has the right to enter into negotiations with the highest ranked Interim Agency(-ies) concerning any aspect of its/their submitted (uploaded) CVs in order to bring them in line with the ESM's requirements.
5. **Evaluation:** The ESM will evaluate the submitted CVs on the basis of quality of the Interim Workers' profiles (i.e. relevant experience, specific qualifications, and any other aspects listed in the job advert) proposed by the Interim Agencies. In order to determine the price, the ESM will use the coefficient for temporary work services as provided by the Interim Agencies in the contracts signed between ESM and Interim Agencies.
6. **Notification of ESM's Decisions:** The Interim Agency which achieves the highest score will be identified as the highest-ranked. The ESM will inform those Interim Agencies whose proposed profiles were unsuccessful as soon as practically possible but will have no obligation to provide detailed reasons.
7. **Implementing Contract Conclusion:** If the ESM determines that it wishes to proceed with a particular proposed profile, and the ESM and the selected Interim Agency have agreed on the proposed implementing contract, the ESM and the selected Interim Agency will execute a services contract, in the form of the contract template attached to the framework agreement.

b. Contract management services

The Interim Agency with whom the ESM will sign an implementing contract for contract management services will be selected based on the quality of their administrative support services and the lowest coefficient for contract management services as provided by the Interim Agencies in their Proposals and reflected in the framework agreements signed as a result of this procurement procedure, unless the selection is not required under the ESM Procurement Policy.

To this end, the ESM will apply the 'cascade' method meaning that the Interim Agencies will be ranked and put on a list, in descending order, based on the award criteria set out in the RFP. When the ESM determines a need for the contract management services, the ESM will contact first the Interim Agency whose Proposal was considered the best (and is highest-ranked on the list) and turn to the second one, and next one(s) in descending order if the first one, second one, next one(s) is not capable of, unavailable or not interested in providing the contract management services in question.



If during the lifetime of the framework agreements signed as a result of this procurement procedure the ESM and the Interim Agencies enter into service level agreements (SLAs), in the event of underperformance as described in such SLAs, when the ESM determines a need for the contract management services the ESM will have right to contact the next Interim Agency(ies) on the list, in descending order.

6. Reporting

The Interim Agencies will be responsible for maintaining effective control of the quality of the Interim Agency Services provided and will send on quarterly basis a dashboard to report on both quantitative and qualitative indicators in relation to the implementing contracts and including the main information related to the collaboration with ESM.

7. Pricing model and payment

A. Coefficient applicable to temporary work services

According to the required qualifications of an Interim Worker, the Interim Agency's monthly billing will be calculated on the basis of the gross monthly salary negotiated with ESM.

Two coefficients will apply to temporary work services depending on the term of assignment of such Interim Worker:

- **Below 6 months**
- **Above 6 months**

For the avoidance of doubt, the modification of the coefficient from below 6 months to above 6 months will be done in accordance with the following example:

Example

Assuming an Interim Worker starts a mission at the ESM for a period from 17 April until 16 October and the ESM decides to extend the mission for 1 additional month (from 17 October to 16 November):

	< 6 months coefficient	> 6 months coefficient	
April invoice [17-30 April]	√		The coefficients are applied per full month worked, in this case 17 April to 16 October = 6 months so higher coefficient is applied
May invoice [1-31 May]	√		
June invoice [1-30 June]	√		
July invoice [1-31 July]	√		
August invoice [1-31 August]	√		
September invoice [1-30 September]	√		
October invoice [1-16 October]	√		



October invoice [1-16 / 17-31 October]	√	√	< 6 months coefficient would apply to 1-16 October and then >6 months coefficient would apply from the 17 October onward. There will be 2 different coefficients on the October invoice.
November invoice 1-16 November)		√	

Once the gross monthly salary of an Interim Worker is agreed, ESM will advise the Interim Agency how it wishes to be invoiced based on one of the following two options:

- Per hour
- Per month

Invoicing per hour will be calculated as follows:

Monthly amount invoiced = Coefficient * (total number of working days for the month – public holidays – extra holidays – annual leave – sick leave) * hourly rate * 8

With the hourly rate being calculated as follows: Hourly rate = gross monthly salary / 173

Invoicing per month will be calculated as follows:

Monthly amount invoiced = Coefficient * gross monthly salary

B. Coefficient applicable to contract management services

According to the required qualifications of an Interim Worker, the Interim Agency's monthly billing will be calculated on the basis of the gross monthly salary negotiated with ESM.

One coefficient will apply to contract management services regardless of the monthly gross salary of the interim worker.

Example:

Qualification	Monthly gross salary	Coefficient	Monthly billing (excl. VAT)
Support Function	2,700 € gross / month*	1.40	3,780 € / month

*Salary given above is only an example and will vary based on ESM's individual offer to the candidate for an Interim Worker (basis: full time).

C. End of year rebate

For the purpose of calculating the end-year rebate, the total annual turnover is understood as the total turnover generated by ESM from the purchase of the Services from the Interim Agency under this Contract and any implementing contracts and invoiced by the Interim Agency (combining both temporary work and contract management services rendered). The turnover which will be taken into consideration will be the total turnover achieved during each year of the term of the Contract starting as of the Effective Date (e.g. 01 September 2024 – 31 August 2025).

Total annual turnover in €	% End-year rebate
<u><50,000</u>	
<u>50,001-150,000</u>	
<u>150,001-250,000</u>	
<u>250,001-500,000</u>	
<u>Above 500,000</u>	

The Interim Agency will issue a credit note to ESM within 30 days as of the anniversary of the Effective Date of the Contract in the amount corresponding to the applicable rebate.

D. Indexation

The coefficients will be subject to adjustment. The basis for the cost adjustment is the-then current “salaries and price index” published by STATEC (Institut national de la Statistique et des Etudes économiques) of Luxembourg. Actual prices are calculated on the basis of index number 944.43 – the salaries and wages index implemented on 01 September 2023.

The coefficients will be adapted in case of:

- changes to the salaries and the wages index,
- rise of the minimum salary decided by the Government of Luxembourg,
- possible modifications decided by the relevant industry (FEDIL Employment Services).

The contract shall include the latest index available on the date of its conclusion.

The percentage published by STATEC or the FEDIL Employment Services decisions will be the cost adjustment rate. No retroactive cost adjustments will be allowed. Interim Agencies must request and provide evidence for the cost adjustment in writing via a letter. Interim Agencies will send such a letter as soon as reasonably possible and at the latest within one week from the date of publication by STATEC or the FEDIL Employment Services, as applicable. ESM will assess the request without unreasonable delay and agree to the cost adjustment in writing if it determines, in its reasonable discretion, that the requirements for price indexation set out in this Contract are met. If ESM agrees to the cost adjustment, such cost adjustment will come into effect in the following month.

Annex 2 Eligibility, Exclusion Criteria, and other required information and documents

Section 1 and 2 form the Eligibility and Exclusion criteria.

- 1. Section 1: Declaration on Eligibility**
- 2. Section 2: Non-Collusion Declaration**
- 3. Section 3: Other Required Information and Documents**
- 4. 3.1. Cover certification form**
- 5. 3.2. Consortium declaration**
- 6. 3.3. Subcontractor commitment letter**

Note: See the separate document with the above declarations

Annex 3 Selection and Award criteria

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 revenue of at least €1,200,000 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 including the turnover per completed financial year. 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 confirm capacity and experience in the field of Interim and contract management services.	At least 3 years of relevant experience in the provision of services similar to the services set out in Annex 1 to this RfP.	A signed self-attestation (no specific template is requested by the ESM) from the Candidate confirming: <ul style="list-style-type: none"> the ability to fulfil the requirements set out under this item, the number of years of relevant experience (both interim and contract management) Page limit: 1.
2	The Candidate must prove experience in the field of interim and contract management services.	At least 3 examples of contracts with clients from the public sector or international financial institutions or banks or other public interest entities over the past two calendar years (2022 and 2023). The examples should demonstrate a proven record of successful delivery. The references should include: <ul style="list-style-type: none"> a summary description of the services provided for each example, including size, type of entity, location. Please provide the name of the client if possible and if not the business sector of the client. Start and end date of the interim personnel provided to the client Type of an interim personnel provided to the client Any other relevant information 	A signed self-attestation (no specific template is requested by the ESM) from the Candidate confirming: <ul style="list-style-type: none"> The number of relevant contracts over the past two years (2022 and 2023) Details of 3 specific contracts meeting the requirements set out. Page limit: 3.
3	The Candidate must prove it has experience: <ul style="list-style-type: none"> providing interim personnel with a high level of proficiency in written and spoken English (C1) managing communications with employees and clients in the English language. 	The Candidate regularly provides interim personnel in English speaking organisations. At least 5 current clients must be organisations working with English as their business language. The Candidate has the knowledge and capacity to assess written and spoken English levels of interim candidates to levels minimum C1. The Candidate is able to conduct all business and administrative communication matters (written and verbal) exchanged with the ESM, including but not limited to contracts, invoicing, account management and associated responses, in English.	A signed self-attestation (no specific template is requested by the ESM) from the Candidate confirming: <ul style="list-style-type: none"> the ability to fulfil the requirements set out under this item, Name of 5 current clients with English as their business language Justification of the Candidate's own staff's ability to assess English level skills of interim candidates with a C1 level, Justification of the Candidate's own staff's ability to manage clients' account in English (contracts matters, invoicing, account management, etc). Page limit: 2.

4.	The Candidate must prove it's effectiveness and efficiency.	The Candidate must prove and confirm its capability to provide ESM with a shortlist of interim candidates within 10 working days, and when only contract management services are required, the Candidate must be able establish contact with the applicant referred to by the ESM within two working days.	A signed self-attestation (no specific template is requested by the ESM) from the Candidate confirming: <ul style="list-style-type: none"> the ability to fulfil the requirements set out under this item, the usual turnaround time to provide suitable interim candidates to their client.

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 Interim Agency services in Luxembourg.	<ul style="list-style-type: none"> Authorisation to perform interim and contract management services in Luxembourg (e.g. from the Ministère du Travail) Certificate of incorporation (e.g. from the Registre du Commerce) And/or (instead of or in addition to the authorisation(s) mentioned above) any other relevant documents required by Luxembourg law.
2)	The Candidate must have a public liability insurance.	<ul style="list-style-type: none"> Copy of a valid insurance certificate.

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 via the [ESM Procurement tool](#) 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. The assessment will be on both temporary work and contract management services.

The assessment will be made based on the written proposal and the presentation. The presentation will need to cover the three quality criteria below (no pricing will be presented).

- **Technical Award Criteria (50%)**

Quality	50%
1. Core business	20%
<p>Responses should address both the temporary work services and the contract management services:</p> <p>Please detail how you will provide a quality service in compliance with the Terms of Reference (Annex 1) including any supporting documentation.</p> <p>Explain how you manage interim workers and personnel you do contract management for. What support do you offer and what added value do you bring to them compared to other Interim Agencies.</p> <p>Present your structure and the person/team that will be involved in this contract should you be successful. Explain how you will interact with the ESM HR team.</p> <p>Responses specific to temporary services:</p> <p>Explain the methodology used to identify suitable interim workers upon receipt of a new job description from the ESM.</p> <p>Detail the preparation of interim workers for interviews with a client, including the various assessments and checks you perform on the candidates and the preparation for the interview with the client.</p>	
2. Database	20%
<p>Responses specific to temporary services:</p> <p>Provide an overview of your database including statistics on interim workers speaking and writing excellent English, interim workers with more than 3 years of work experience, number of interim workers placed per year, success rate when presenting candidates, number of new interim workers registered per year, and any other relevant information.</p> <p>Explain how well your database covers the Disciplines as described in the Terms of Reference (Annex 1). Highlight which Disciplines your agency specialises in and which ones your agency does not cover (well) if any.</p> <p>Diversity: Explain how you search for a diverse pool of candidate. Provide statistics on the ratio men/women in your database, ratio of interim workers from Luxembourg/Grande</p>	

Région and the distribution of nationalities, candidates with disabilities and any other elements demonstrating diversity. Include any other relevant information showing the quality of the database of interim workers.	
3. Administration and reporting	10%
Responses should address both the temporary work services and the contract management services: Describe how the administrative formalities for entry into service, handover and exit of interim workers managed personnel are fulfilled (both in terms of process and in terms of timing). How do you ensure timely payments to the interim workers? Provide samples of metrics (e.g. dashboard proposal) to report on both quantitative and qualitative indicators in relation to the interim contracts at the ESM.	
Price	50%
Total	100%

Candidates are also required to submit a copy of their individual services contract (contrat a mise à disposition) which will be annexed to the ESM Agreement.

- Commercial Award Criteria (50%)**

The Candidates' commercial response should be **uploaded in the Financial Envelope as a separate PDF and Excel** (see Section 5 'Structure of the Proposal').

In order to evaluate the price award criteria, Candidates must complete the template provided in Annex 4 in compliance with the Terms of reference in Annex 1 and the draft contract in Annex 5. Please note that the ESM is VAT exempt.

Candidates are requested to provide the following information:

Coefficient applicable to temporary work service - Below 6 months
Coefficient applicable to temporary work service - Above 6 months
Coefficient applicable to contract management services

And the percentage end of year rebate for the following turnover brackets:

Total annual turnover in €
<u><50,000</u>
<u>50,001-150,000</u>
<u>150,001-250,000</u>
<u>250,001-500,000</u>
<u>Above 500,000</u>

A scenario is applied including the number of candidates placed over 4 years, the average monthly wage, and turnovers. These numbers are fictitious and only used for the purpose of comparing Candidates' pricing, they do not represent a commitment from the ESM.

The price weight (50%) has been split as followed:

	Weight applied to each pricing element
Coefficient applicable to temporary work service - Below 6 months	13%
Coefficient applicable to temporary work service - Above 6 months	13%
Coefficient applicable to contract management services	13%

Total annual turnover in €	
<50,000	3%
50,001-150,000	2%
150,001-250,000	2%
250,001-500,000	2%
Above 500,000	2%
<u>TOTAL weight</u>	50%

Annex 4 Commercial Response

See attached

Annex 5 Draft Agreement

See attached