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1 Introduction

1.1 The European Stability Mechanism

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

More background information about the ESM may be found on the website: www.esm.europa.eu.

Neither Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 nor Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (as amended) apply to the ESM. The ESM procures supplies, services and works on its own behalf and for its own account pursuant to the ESM Procurement Policy as published on the ESM website. Please refer to the ESM website for more information.

1.2 Overview of this RFP

This Request for Proposal ("RFP") sets out the procurement requirement and procurement process of the ESM that parties are invited to respond to. An agreement awarded as a result of this procurement procedure will be awarded to the Candidate whose Proposal meets best 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 Candidates 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 (the "Framework Agreement") for the provision of the services with a single service provider ("Service Provider") to support the service needs of the ESM as further detailed in the Terms of Reference provided in Annex 1 of this RFP ("Services").

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

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



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 Framework Agreement	Attached
7.	Annex 6 – KPI Overview	Attached

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	08/01/24	

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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: comments about the legal terms will not be clarified during this Q&A period but with the preferred candidate at a later stage.	16/02/2024 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 <u>ESM</u> <u>Procurement tool</u>)	26/02/2024 11:00 hrs (local Luxembourg time)
5.	Presentations	11/03/2024 to 22/03/2024
6.	Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal and Negotiations completed (if applicable)	31/05/2024
7.	Framework Agreement's target Contract signature date	01/07/2024
8.	Framework Agreement's target commencement date	25/02/2025

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 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 sub-contractor(s), the combined capacities of the Candidate and all such third party/-ies and/or subcontractor(s)will be assessed for the purpose of meeting the selection criteria.

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	SELECTION CRITERIA – elements of the evaluation					
Selection Criteria	Selection Criteria					
	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.

Proposals submitted by 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	55%	PRICE	45%			
Account management and key personnel	15%					
2. Methodology proposed to ensure high quality of the services	20%	Price	45%			
3. Environmental aspects	10%					
4. Presentations	10%					
Score available	55%		45%			
Total Score 100%						

Stage 1: Technical proposals of those Candidates who received less than 27 points out of 45 points will be deemed of insufficient quality and eliminated from further evaluation, therefore Candidates that will receive less than 27 points will be eliminated.

Stage 2: Only the Candidates that will receive at least 27 points will be invited to make a presentation and as indicated in Section 3.6. Following the presentation, technical proposals will be evaluated against the quality award criteria number 4. Candidates' score for this quality award criteria will be added to Candidates' score for the quality award criteria evaluated in Stage 1 to give their total final score for the quality award criteria.

Candidates must achieve at least 30 out of 55 on the overall quality award criteria to have their Commercial response assessed.

Stage 3: To determine the final score, Candidates' score for quality will be combined with their respective score for their Commercial Response and the Framework Agreement will be awarded to the Candidate whose Proposal best meets the quality/price ratio.

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

		Lowest offered Estimated total cost	
Candidate's	=		* Maximum Price score (i.e., 45)
Commercial Score		Candidate's Proposed Estimated total cost	



To determine the final score, Candidates' score for quality will be combined with their respective score for their Commercial Response and the Framework Agreement 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 ESM Procurement tool. Only in case the ESM Procurement tool does not work, Candidates will be allowed to contact ESM directly via the following e-mail address: procurement@esm.europa.eu

Attention: Mr Ampeglio Amore

The ESM will not be bound by and a 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 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

Candidates meeting the minimum quality threshold provided in Section 3.3 will be invited to make a presentation.

During the presentations, Candidates will be assessed on the following:

- 1. Account management and key personnel:
 - a. The event project manager is a key person under this Framework Agreement. Please explain how he/she will ensure smooth delivery of the services, both for physical but also virtual events.
 - b. Please explain how you would deal with the temporary and permanent absence of key personnel if that arises.
 - c. Detail internal (within the team) and external (with the ESM) communication aspects. Describe how the Candidate ensures optimal performance within their team, how they are handling team conflict resolution without impacting the quality of the service delivery.
 - d. Describe the management of subcontractors, if relevant, and how the quality of their service delivery will be ensured.
- 2. Methodology proposed to ensure high quality of the services:



- Demonstrate with an event example how will you plan/monitor/execute/close the event, and what the main aspects for you are? If you are using some software and/or templates for that, those should be part of your presentation.
- b. Demonstrate previous experience in managing hybrid events, as it related to all aspects of events services.
- c. Provide concrete examples of challenges you experienced in organising events, especially hybrid events and the actions you took to overcome these.
- d. How do you address customer dissatisfaction? Provide concrete examples from your experience and the actions you took to address these.
- e. Demonstrate previous experience with clients and sub-contractors who provide services in Luxembourg area, as it relates to all aspects of events services.

The ESM will coordinate the schedule of presentations promptly after the release of the RFP. These will likely occur in person at the ESM offices however if this is not feasible, presentations via video conference will also be allowed. 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 over one hour.

The Events Manager and the Event Assistant shall be part of the presentation.

The ESM envisages to schedule the presentations between the 22/01/24 and 26/01/24. The ESM will contact 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 Framework Agreement 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 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 Candidate's Proposal. The notification is sent by electronic means at least fifteen (15) business days prior to the signing of the Framework Agreement by the ESM. 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 draft of the ESM agreement enclosed as Annex 5 to this RFP (the "ESM Agreement") will form the Framework Agreement between the ESM and the selected Candidate. The ESM views the ESM Agreement to be fair and balanced and expects that Candidates will agree to it without reservation. By submitting a Proposal, Candidates accept the ESM Agreement without reservation and acknowledge that none of their own agreements, contracts or terms and conditions will apply.

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

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 <u>ESM Procurement tool</u>

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 Framework 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 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;
- 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



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

If a Candidate considers any changes in the consortium structure it must immediately notify the ESM in writing via the <u>ESM Procurement tool</u>. 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 Framework Agreement, 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 Framework Agreement.

If a Candidate subcontracts some of the services under the Framework Agreement to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Framework Agreement 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 Framework Agreement, 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

Candidates acknowledge and accept the possibility that if they are awarded the Framework Agreement, the Framework Agreement 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, Candidates acknowledge and accept the possibility that if they are awarded a Framework Agreement 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.



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.

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 2.1 – "Cover Certification Form"	Fully scanned copy with signature in PDF			
2.	Declaration on the Candidate's Exclusion Criteria, Economic, Financial and Operating	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	Fully scanned copy with signature in PDF			

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		Request for Proposal – Negotiated	Procedure with Full Publication
_	Capacity and Absence of Conflict of Interest	Financial Capacity and Absence of Conflict of Interest")	
	Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE		
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 1.2 – "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 an writable Excel version

Forms to fill in	Candidate (including	Consortium	Key
	Consortium Lead)	members	Subcontractors
Declaration on Eligibility Annex 2 1.1	To be completed	To be completed	N/A
Declaration of Non-Collusion Annex 2	To be completed	To be completed	N/A
1.2			
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	N/A	N/A	To be completed
Annex 2 2.3			

<u>These forms must be uploaded in the ESM Procurement tool under the TECHNICAL ENVELOPE.</u>



Submission of the Proposal

Proposals must be submitted in the <u>ESM Procurement tool</u> no later than by the "<u>Deadline for submission of Proposals</u>" specified at point No. 4 of the <u>Procurement Process Steps and Timelines</u> table in Section 3.2 of this RFP. Only Proposals received through these means will be accepted.



Annex 1 Terms of Reference

1. Background and overview of requirements

The European Stability Mechanism (the "ESM") is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law, with its seat and principal office at 6a, Circuit de la Foire Internationale, L-1347 Luxembourg (the "ESM Building" or the "ESM Premises"). Its purpose is to ensure the financial stability of the euro area as a whole and of its Member States experiencing severe financing problems by providing financial assistance through a number of instruments.

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

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

The ESM requires the services of a dedicated and experienced provider (the "Service Provider") with which the ESM wants to sign a framework agreement (the "Framework Agreement" or "Contract"). The ESM anticipates that the Service Provider selected following this procurement procedure will be required to commence providing the event management services to the ESM in February 2025.

The Service Provider will perform event management services (the "Services" or "Event Services") as described in detail in these Terms of Reference. The Service Provider will be expected to work alongside with the FM Team and other divisions within the ESM such as, e.g., Communication, Corporate Governance and Internal Policies, and with various other internal clients throughout the ESM. The Service Provider will be the main point of contact to the internal event requestors.

The role of the Service Provider will be to not only maintain business continuity of the Services, but also to add value in standardising and improving the quality of the Services (e.g., to be proactive in identifying improvements and delivering efficiently).

2. Practical Information

2.1 Event types and volumes

The ESM hosts a number of events, including but not limited to seminars, board meetings, presentations, dinners, celebrations, conferences, workshops, etc. and those are usually held at the ESM Building. Annually, the ESM hosts about 20 events and about 40 speaker seminars. The numbers may vary during the Contract's term. The participants of these events are internal and external, such as e.g., the euro area finance ministers, the ESM shareholders, various participants from other international financial institutions, investors, etc. Maximum number of participants for events is up to 200 people.

Typically, the Service Provider's involvement will be required for all events where external attendance is required – those may vary from a shareholder's event to a speaker seminar, either physical, hybrid or fully on-line. The ESM may also host events outside the ESM Building.



Generally, the Service Provider is not required to manage the speaker seminars, but its support for those might be requested on an ad-hoc basis. The main involvement of the Service Provider is required for the events.

2.2 The ESM facilities

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

The ESM also owns a broadcasting room, which may be utilized for certain events. Technical support for the use of this room is provided by a separate provider. In case an event organisation includes the broadcasting room, the Service Provider will be required to liaise with the ESM broadcasting room provider to successfully deliver the Services. In cases where the ESM's provider for technical support for this room must be engaged, the Service Provider still holds overall responsibility for delivery of the event except for the ESM Broadcasting room's technical support.

All event related deliveries will be accepted at the delivery entrance at the first underground floor. The delivery entrance of the ESM Building can be used during the ESM opening times, from 06:00 am to 08:00 pm. During deliveries, the ESM security staff will be present. Information regarding the delivery entrance, the Building floor plans including conference and canteen areas will be disclosed to the successful Candidate.

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

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

The Service Provider can use the delivery elevator from the first underground floor to the ground floor to ease the transportation of equipment, products, food, goods, etc. The ESM reserves the right to change the access rights to this elevator by informing the Service Provider via e-mail.

The Service Provider's presence on-site will not be required on a continuous basis. The ESM requires, however, the necessary personnel for the provision of the Services to be fully familiar with the ESM Premises since it will be required on-site during preparation, execution, and closure of an event and partly during the planning stage.

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

2.3 Security and access

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All entrances to the ESM premises must be announced to security. The Service Provider will provide the list of the Key personnel (as defined in Section 5.1) in the beginning of the Contract. The listed Key personnel will have access to the ESM premises during working hours without prior announcement to the ESM security. For all other personnel, the Service Provider will be required to announce them to the ESM security, via Service Now or via e-mail, at least one day before visit to the ESM premises.



The Service Provider's personnel are not allowed to bring externals who are not associated with the execution of the services (this includes family members, friends and pets) to the ESM Building.

3. Description of the services and deliverables

3.1 Description of the Services

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

3.1.1 Project Management

The Service Provider will demonstrate strong project management expertise during the provision of Services. The Service Provider will follow a phase approach into delivering the Services and will ensure the smooth lifecycle of the event throughout all phases.

The Service Provider personnel must demonstrate high project management competence in the approach to managing all assigned events, limiting to a minimum the involvement of the FM Team. The Service Provider must maintain an overview over all aspects of the event management, even if the segments of event organisation are to be provided by the ESM or another provider.

An appropriate tool(s) must be used by the Service Provider to maintain control and present status at any point during the course of the event planning, execution and closing, including but not limited to: event scope, checklists, event schedule, roadmaps, closure forms, etc. Readily available digital tools may be utilised, as long as access can be guaranteed to the FM Team and other ESM staff members participating in the organization of the event, without additional costs (license or otherwise) and/or complicated usage.

The tool(s) and methods that will be used to plan, execute, track and close events must be uniform for all events and must be approved by the ESM in advance. This alignment must occur within the start-up phase of the Contract (see Section 4 Start-up phase and handover).

3.1.2 Provision of equipment and furniture

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

Generally, for the purpose of the events, the ESM will rent the equipment and/or furniture, which will be reflected in the Service Provider's offer for a particular event. In case it is deemed more advantageous for the ESM to purchase the equipment and/or furniture for future events, the Service Provider will provide a separate offer for ESM consideration. The offer must reflect the most advantageous cost-effective solution available on the market at the time offer is being submitted.



a. Audio-visual and multimedia equipment

The equipment list includes, but is not limited to:

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

All audio-visual and multimedia equipment must meet hybrid needs (streaming both ways, etc.).

b. Event management furnishings and installations

The equipment list includes, but is not limited to:

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

c. Provision of furniture

The furniture list includes, but is not limited to:

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



3.1.3 Provision of small items and accessories

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

- Description of the desired theme, if any (name, intent, objective etc.);
- Date, time, location, number and level of attendees (executives etc.);
- Suggested decorative elements, if any (colour schemes, flags, balloons, table decorations, invitations, wall elements, lighting, or speciality items etc.);
- Limitations and/or special considerations, if any;
- Other matters that may be considered as relevant under the circumstances.

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

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

The Service Provider will work in close collaboration with the ESM Communications team on all branding and signage matters, and until a satisfactory solution is agreed upon. The ESM specific branding guidelines and templates will be provided to the Service Provider following the Contract signature.

3.1.4 Branding and signage

The Service Provider will provide graphic design and printing production for items to be used for the events, such as ESM annual report or other reports. The Service Provider will also provide certain graphic design services, such as welcome notices, agendas (either on print or on a screen), notebooks, pens, presents/give-aways, etc., as required, as well as will distribute those.

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

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

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

3.1.5 Invitation and registration services

The Service Provider may be required to manage and/or support the invitation and registration process for events. In this case the proposed platform for event registration must be reliable, user-



friendly, and offer wide range of features and high e-mail deliverability rates (this means that the platform is trusted by the e-mail service providers/ receiving servers, and that the e-mails sent from the platform are unlikely to end up in the spam folders).

3.1.6 Provision of interpretation and other services

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

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

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

3.1.7 On-site technical support services

The Service Provider will supply professionally qualified, on-site technical support personnel to install, operate, troubleshoot, or otherwise ensure the effective functioning of any supplied audio visual and multimedia equipment, and event management equipment. This will be the case for any setup of the event, whether physical attendance only, on-line or hybrid setup. The ESM may require the services of the on-site technical support before, during, and after the event.

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

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



For events involving external participants and additional audio equipment, the Service Provider might be required to plan for professional technical support to be on site during the event.

The Service Provider may also be required to provide technical assistance for internal events which are not managed by the Service Provider, where technical support is required to operate ESM-owned audio equipment. In this case, Service Provider must provide assistance within two business days from the ESM request.

3.1.8 Hospitality and entertainment services

The Service Provider may be required to provide hospitality and entertainment services such as accommodation, transportation, social events, city tours, external dining venues, etc. The Service Provider must have excellent knowledge of Luxemburgish market, of the providers and offerings, in order to offer variety, best and most cost-effective options. Service Provider must ensure there is no preferential treatment in suggesting hospitality and entertainment services.

3.1.9 Catering services

The Service Provider will coordinate catering services for events, as requested by the ESM. The ESM has its own catering provider in the ESM Premises. For simplicity of service, the Service Provider will use the services of the ESM catering provider unless the ESM catering provider cannot provide the required services. In such cases, the Service Provider may reach out to other caterers and ensure the highest food quality.

3.1.10 Security services

The Service Provider will coordinate security services for events, as requested by the ESM. The ESM has its own security provider. The Service Provider will use the services of the ESM security provider unless the ESM security provider cannot provide the required services. In such cases, with the written approval of ESM, the Service Provider may reach out to other reputable security providers and ensure the highest quality of security services.

3.1.11 Virtual/Hybrid services

The Service Provider may be required to perform certain optional tasks as listed below. The list below is not comprehensive and may depend on the event at hand. The Service Provider must be able to address all requirements typically implemented in the market.

a. Standard Virtual/Hybrid services

The standard Virtual/Hybrid services include, but are not limited to:

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



- Ability to update security requirements to access events;
- Provide Platform management (selecting, setting up, and managing the platform to host the virtual/ hybrid event);
- Provide Speakers management (technical checks, rehearsals and ensuring that the speakers are comfortable with the virtual/ hybrid platform);
- Ability to provide Data Analytics (attendee behaviour, engagement level, etc.)

b. Webstreaming Virtual/Hybrid services

The Webstreaming Virtual/Hybrid services include, but are not limited to, the following criterion in addition to the criteria listed under a. above:

Ability to provide real-time streaming (webstreaming);

3.1.12 Other services

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

3.2 Process and deliverables

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

As part of the events process, the Service Provider will follow an operational procedure which will be provided to the Service Provider by the ESM following the Contract signature (and any changes thereto which have been notified by the ESM).

The Service Provider must ensure that the process and the event management overall are executed with the highest diligence, ease of monitoring and risk management aspects. An overview showing all the documentation to be used to ensure this should be presented in an easy-to-understand chart/diagram or otherwise visually appealing presentation. Overview should be clearly defining the content of the various proposed documents, what the purpose of each document is, which audience it is created for, which phase of the event management is it relevant for, etc. There should be a logical sequence between the documents, its content and when and how and when they will be implemented in order to execute an event. Documents may consist of the following non-exhaustive list: event request form, events planning document (to include checkpoints/milestones and critical path), tracking sheet, checklist, assignment list, evaluation form, closing form, event final report, quarterly and annual reports, etc.

At the choosing of the Service Provider, different set of documents can be used for more complex and less complex events.

4. Start-up phase and handover

During the start-up phase of the Contract, the Service Provider will provide a list with names and contact details of the appointed Key Service Provider's personnel and their replacements, if such occur during the course of the Contract (see section 5.2). The Key personnel must be approved by the ESM during the start-up phase. Without prejudice to Section 4.8 of the RfP, the Service Provider will also provide a list of all sub-contractors it will use to provide the Services.



The Service Provider will be required to get familiarised with the existing events process during the start-up phase. Any remarks that Service Provider may have will be addressed during the start-up phase. The ESM has no obligation to accept and align with the suggested remarks.

During the start-up phase, the Service Provider is required to present all the documentation that will be used for planning, controlling, executing, and closing of an event, as described in Section 3.2 above. The ESM may provide some templates to the Service Provider. Whether provided by the ESM, or by the Service Provider, the set of all documents to be used, and templates for each proposed document should be provided and approved by the ESM at the end of start-up phase.

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

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

5. Company and personnel requirements

5.1 General personnel minimum requirements

The Service Provider will provide a dedicated team composed of key personnel and all personnel considered necessary for the provision of the Services to the ESM.

The 'Key Personnel' are the event project manager, the event assistant, the technical support, and their back-ups. The Service Provider will ensure at all times the diligent, due and proper execution of the Services by its personnel.

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

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

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

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



Every Service Provider's staff member, including new staff members, if any, referred to further in this Section 5.1, must have clean police track record. It is responsibility of the Service Provider to ensure this compliance. Upon the request of the ESM and to the extent allowed by legal regulations, the Service Provider will provide full details of the previous employment, police clearance certificates and applicable training and qualification records of the Service Provider staff assigned to work at the ESM Premises. The Service Provider must make every effort to have a gender-neutral approach in determining various personnel assignments. Such approach should be applied horizontally, i.e., within a particular role (for example, the event manager and the back-up to be of a different gender). This approach should be applied to the extent possible.

5.2 Personnel replacement

The Service Provider will ensure that the Key Personnel will be replaced only if there is no other alternative. Key Personnel should not be removed from the ESM Contract solely for the benefit and/or convenience of the Service Provider. The Service Provider must commit to ensure continuity of Key Personnel to the extent possible.

In case the Key Personnel's replacement cannot be avoided, the Service Provider will ensure that all new personnel will receive an appropriate theoretical and practical introduction, which will be conducted by the Service Provider without using any ESM resources. All replacement costs, including the new personnel training and visits to the ESM premises, for purpose of familiarisation, will be borne by the Service Provider.

The Service Provider will immediately advise the ESM should it propose to replace any member of the Key Personnel. The ESM will have the right to assess and interview the candidate.

In case of sickness, holidays, maternity/paternity leave and other absences of any of the Service Provider's personnel, the Service Provider will provide a replacement on the first day of absence. Such substitutions will be in all respects at the expense of the Service Provider and substitutes will be no less experienced or qualified than the personnel being replaced.

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

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

5.3 Specific personnel minimum requirements

5.3.1 Account Manager

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

 Oversee the Contract, including the start of the Services the Start-Up Phase (including any Services provided by the subcontractors);



- Monitor the provision of the Services and ensure compliance with requirements applicable to them;
- Set out in the Contract and further detailed in KPI as defined below (jointly referred to as "service level specifications" or "SLS");
- Provide and analyse management information;
- Act as a key management contact for the ESM;
- Prepare ad-hoc reports, if necessary;
- Advise on results of data analysis, trends and industry developments to identify additional cost savings;
- Agree and review any additional key performance indicators ("KPI"), and monitor existing KPIs;
- Agree and review any changes to the defined SLS;
- Oversee the development of the relationship between the Service Provider and the ESM;
- Work on continuous improvement initiatives;
- Work with the ESM responsible contact person on any Contract related matters: e.g., negotiate and prepare input for contracts/amendments;
- Create, amend, review and agree contract financial proposals, where required;
- Attend annual and ad-hoc meetings.

5.3.2 Event Project Manager

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

The Event Project Manager will be responsible for the event management, coordination, and operational tasks of all events. He/she will be working closely with the event sponsors/client to define requirements and obtain necessary approvals, typically required from the client. The event project manager will be reporting to the FM responsible person and the event requestor.

The Event Project Manager's will have the following profile:

- Bachelor's degree in business management, project management, hotel and hospitality management or equivalent;
- 3 to 5 years of experience in leading high-level conference planning and event project management;
- Project management skills and experience;
- Logistical, business, budget, multi-tasking, communication and problem-solving skills and experience;
- Experience with project management principles and best practices;
- Relationship management and negotiation skills and experience;



- Proven ability to lead teams comprised of a variety of members with demonstrated ability to lead by influence and work under pressure;
- Excellent organizational skills with the ability to plan and meet deadlines through and with teams of people and individuals from diverse, cross-cultural backgrounds;
- Excellent communication skills with the ability to write clearly, concisely and with strong verbal communication and presentation skills;
- Strong interpersonal skills;
- Strong customer service orientation;
- Can-do attitude with ability to solve problems effectively;
- Ability to read and comprehend elaborate instructions, event requests, correspondence, and memos;
- Ability to write simple professional correspondence, through e-mail, social media and other such modern communication platforms;
- Ability to effectively present information in one-on-one and small group situations to customers.

5.3.3 Event Assistant

The Event Assistant works closely with the Event Project Manager in order to ease the Event Project Manager's workload by assisting with various tasks ranging from office tasks to meeting with clients. The Event Project Manager will define the tasks to be given to the Event Assistant. The Event Assistant will largely perform ad-hoc and follow-up duties as required by the Event Project Manager.

The Event Assistant will have the following profile:

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

5.3.4 Event Hosts/Hostesses

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

Event Host's/Hostess' capabilities and responsibilities will include, but are not limited to, the following:



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

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

All personnel engaged by Service Provider must meet the general requirements, as described in section 5.1.

5.3.5 Technical support

The technical support is responsible to install, operate, troubleshoot, or otherwise ensure the effective functioning of any supplied audio visual and multimedia equipment, and event management equipment. This will be the case for any setup of the event, whether physical attendance only, on-line or hybrid setup. The ESM may require the services of the on-site technical support before, during, and after the event.

The technical support will have the following profile:

- Demonstrate knowledge and ability to work with all events related equipment and systems, such as computers, video-projectors, speakers and other audio-video and multimedia equipment;
- Strong experience in hybrid meeting set-up and support;
- Possess a positive service orientated attitude towards all guests and employees;
- Able to speak proficient English.

6. Key Performance Indicators (KPIs)

The Service Provider must adhere to the Key Performance Indicators as provided in Annex 6 of the Request for Proposal: *KPIs Overview* (the "**KPIs Overview**"). The KPIs will be used to monitor:

- Response to event requests;
- Event planning: Planning schedule/ checklist submission;
- Event planning: Execution plan submission;
- Event planning: Final alignment meeting organisation;
- Event execution: Timely execution of the event and related services;
- Event execution: Quality of execution of the event and related services;
- Event closure: Evaluation form submission;
- Event closure: Lessons learned meeting organisation;



- Event closure: Event closure report submission;
- Customer satisfaction with the delivered events;
- Contract management;
- Response & resolution to tickets.

For the purpose of full understanding of the KPIs and thresholds, the Service Provider and the ESM will conduct a review of the KPIs and associated Performance Thresholds within the first six (6) months of the Contract together with the events process and the event project plan (to be submitted only to the successful Candidate). KPIs and Performance Thresholds may be subject to change from time to time, as determined by the ESM, and aligned with the Service Provider. Any amendment to the KPIs and/or associated Performance Thresholds must be in writing and agreed by the authorised representatives of the Parties. For the avoidance of doubt, the ESM will not be under any obligation to agree to any changes to the KPIs or associated Performance Thresholds.

The Service Provider's performance for each KPI will be measured against set criteria (the "Criteria"). The resulting score for each KPI will meet one of the following performance thresholds (the "Performance Thresholds"):

- **Bonus**: If the Service Provider's score for a KPI meets the Performance Threshold "Bonus", this may result in a bonus payment becoming payable to the Service Provider by the ESM;
- ➤ **Tolerance**: If the Service Provider's score for a KPI meets the Performance Threshold "Tolerance", there will be no impact on the fees payable; and
- ➤ Malus: If the Service Provider's score for a KPI meets the Performance Threshold "Malus", this may result in a service credit becoming payable to the ESM by the Service Provider, by way of a reduction in the fees or otherwise.

In order for a Bonus Amount to apply the Service Provider:

Regarding per-event evaluation referred to below:

- Must not have a score that meets the Malus Performance Threshold in the per-event evaluation for any "Event Planning" or "Event execution" KPI (KPIs no. 2-6 set out in the KPIs Overview); and
- Must have a positive KPI average score for the individual evaluation calculated in line with the formula set out in the KPIs Overview.

Regarding overall performance evaluation referred to below:

Not applicable

In order for a Malus Amount to apply the Service Provider:

Regarding per-event evaluation referred to below:

 Must have a negative KPI average score for the individual evaluation calculated in line with the formula set out in the KPIs Overview.

Regarding overall performance evaluation referred to below:

• Must have a negative average score for KPIs 11-12 set out in the KPIs Overview.

The KPIs will be evaluated on a quarterly basis by completing the excel tool, provided in the KPIs Overview, for the applicable Measurement Period. The quarterly evaluation of the KPIs is divided into the following two categories:



- KPI evaluation applicable per individual event that took place during the evaluated quarter, and
- KPI evaluation applicable to the overall performance during the quarter.

For the per-event KPI evaluation, the individual event evaluations, i.e., KPIs 1-10 set out in the KPIs Overview, will result in a percentage score for each KPI which will correspond to a Performance Threshold. The percentage achievable by the Service Provider for the Malus Performance Threshold is weighted as indicated in Annex 6 of the RFP: KPIs Overview. The total percentages achieved by the Service Provider against the Bonus Performance Thresholds or the Malus Performance Thresholds, as applicable, will be calculated against the individual fees per event, payable by the ESM to the Service Provider for all Services, resulting in a fixed monetary amount for the Bonus Performance Threshold (the "Bonus Amount") or the Malus Performance Threshold (the "Malus Amount").

For the KPI evaluation, applicable to the overall performance during the quarter, i.e., KPIs 11-12 set out in the KPIs Overview, the performance evaluations will also result in a percentage score for each KPI which will correspond to a Performance Threshold. The total percentages achieved by the Service Provider against the Malus Performance Thresholds, as applicable, will be calculated against the total fees payable by the ESM to the Service Provider for all Services of that quarter, resulting in a fixed monetary Malus Amount. The Service Provider will be provided the total quarterly fee payable by the ESM to the Service Provider for the purposes of the evaluation.

At the end of each quarter all of the Bonus Amounts from the per-event evaluations will be added together to achieve the total quarterly Bonus Amount payable to the Service Provider (the "Quarterly Bonus Amount"). Similarly, all of the Malus Amounts (from both, the per-event and the overall evaluations) will be added together to achieve the total quarterly Malus Amount payable by the Service Provider (the "Quarterly Malus Amount"). The Quarterly Bonus Amount and the Quarterly Malus Amount are evaluated independently and the Service Provider must not offset one value against the other.

Neither the Bonus Amount, nor the Malus Amount are payable monthly or quarterly. At the end of each evaluation period referred to below, the Service Provider will:

- Add together all of the Quarterly Bonus Amounts to achieve the total annual Bonus Amount payable to the Service Provider (the "Annual Bonus Amount"). The ESM will pay the Annual Bonus Amount to the Service Provider, and the Service Provider warrants and represents that it will pay the Annual Bonus Amount to the personnel directly involved in the provision of the Services who provide the Services onsite at the ESM premises (the "Designated Recipients"). An authorised representative of the Service Provider will provide annual written confirmation that the Annual Bonus Amount has been paid to the Designated Recipients.
- Add together all of the Quarterly Malus Amounts to achieve the total annual Malus Amount
 payable to the ESM (the "Annual Malus Amount"). The total Annual Malus Amount payable
 by the Service Provider to the ESM will be capped at 5% of the total annual fees paid by the
 ESM to the Service Provider. The Service Provider must not pass on the cost of the Annual
 Malus Amount to its personnel.

The Annual Malus Amount and the Annual Bonus Amount are evaluated independently and the Service Provider must not offset one value against the other.

The Service Provider will report all breaches of the KPIs to the ESM. The ESM will review all documentation submitted by the Service Provider. The ESM will evaluate the Service Provider's performance against the KPI's. The result of the Bonus-Malus evaluation of the KPIs will be discussed by the Service Provider and the ESM.



The annual evaluation meeting to assess the Service Provider's performance against the KPIs will take place no later than 28 February each year on a date to be mutually agreed between the parties via email. The annual evaluation will take into account the preceding calendar year (January to December) and for the first annual evaluation, the period from the Contract's start date to December (the "Evaluation Period"). During the last calendar year of the Contract, the final annual evaluation will take place in the final month of the Contract and take into account all calendar months in that period excluding the final month of the Contract (i.e., 01 January – 1 month prior to the contract expiry or termination date as applicable). The Service Provider will pay the Annual Malus Amount, if any, within 30 Business Days of the annual evaluation meeting. The Service Provider will invoice the Annual Bonus Amount within 30 Business Days of the annual evaluation meeting.

An example of the bonus-malus rule can be found in Annex 6 of the RFP: KPIs Overview.

7. Reporting

7.1 Regular and ad-hoc reporting

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

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

All reports must at least include:

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

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

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



7.2 Event reporting requirements

The Service Provider will be required to provide the following event documents for each individual event:

- Event planning schedule/ checklist;
- Event execution plan;
- Event evaluation form.

The documents' templates will be agreed between the Service Provider and the ESM following the Contract signature. The submission deadlines for the different documents must comply with the times indicated in the KPIs enclosed as Annex 6 to this RFP ("KPI Overview").

7.3 Event closure reporting requirements

The Service Provider will be required to provide a report following every executed event. It will be a summary of the event, which will contain, as a minimum the following data:

- Summary overview of the event;
- Number of participants;
- Cost for the entire event and its breakdown;
- Summary of the client satisfaction;
- Lessons learned.

The report template for the event closure report will be agreed between the Service Provider and the ESM following the Contract signature. Event-related reports will be verified by the responsible FM team member, prior to approving the event related invoice.

8. Meetings

8.1 Regular and ad-hoc service provision evaluation meetings

The Service Provider and the ESM responsible person will meet on a quarterly, annual and, where required, ad-hoc basis as detailed below:

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

In total, there will be at minimum 4 scheduled meetings per year. Meetings will be scheduled by the Service Provider at the beginning of the year and will have an agenda prepared by the Service Provider and sent to the ESM at least one (1) week in advance of the meeting, to give meeting participants a reasonable opportunity to prepare for the meeting and for the ESM to add any items to the agenda as necessary. The agenda of the meetings will be based on the reporting requirements, including KPIs, and any other matters deemed important by the ESM and the Service Provider.

8.2 Events-related meetings

The Service Provider will be responsible to initiate, organise and coordinate as many meetings as required to ensure successful planning and execution of the events. Meeting frequency will be balanced in such a way to satisfy the needs and streamline the approvals and information flow, while



not unnecessarily occupying the time of attendees. The audience for such meetings will also be carefully planned and aligned with the client/event sponsor and the FM responsible person.

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

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

9. Communication and document management systems

9.1 Ticketing tool

The ESM has an internal ticketing system (the "Ticketing Tool"). The Service Provider will get access to this system to be able to receive event requests (tickets) and communicate with the ESM throughout the entire event lifecycle – from initiation to closure.

The Service Provider's personnel will be trained to use the Ticketing Tool. The Service Provider will not be compensated for any time spent by the Service Provider's personnel for training and inductions courses for this system. In the event of any personnel replacements, the Service Provider will train the personnel at its own cost.

The main tasks for the Service Provider in the Ticketing Tool include the following non-exhaustive list of tasks:

- Review incoming requests:
- Accept requests:
 - Accept assigned requests

The Service Provider will accept and respond to each request in the Ticketing Tool in accordance with the following ticket response times (the "Ticket Response Times"):

- the same day the relevant ticket is raised provided such ticket is raised on a Business
 Day before 5pm; and
- the next Business Day if a ticket is raised after 5pm or on a day that is not a Business Day.

Unless pre-defined, indicate in the response to the ticket when the relevant Service and/or incident/complaint can be performed and/or resolved, as applicable, and will agree on a date for delivery/resolution with the ESM responsible person and/or the Service requestor (the "Agreed Date"). The Agreed Date will be specified in the Ticketing Tool for each request. The Service Provider and the ESM will consider the relevant timelines for the provision of the Services and quotes for the Services as prescribed in this Terms of Reference, when determining the Agreed Date.

- Follow-up on status with the FM responsible:
 - Ensure that the status of a request is clearly communicated with the FM responsible, e.g., when the work will be completed, what is the current progress of the work, etc. at least once per week and when required.
- Finish tickets:
 - Upon resolution of tickets, finish tickets and indicate in the response to the ticket to the FM responsible that the work has been completed.

The FM responsible and the Service Provider will review the finished tickets and the FM responsible will determine whether the ticket can be closed as complete or further action is required.



9.2 Document management system

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

9.3 Microsoft Teams

The ESM is also using Microsoft Teams for its day-to-day communication internally and externally. The ESM responsible person will grant access to the Service Provider for their communications on various events. This will be the main method of communication in regard to a particular event, unless otherwise requested by the ESM or agreed during the course of execution of the Contract.

10. Business Continuity

The Service Provider will maintain throughout the entire term of the Contract, and upon the ESM's request, provide to the ESM a proper business continuity plan in order to ensure, to the commercially reasonable extent, the continuous provision of the Services in the event of a disruption to the Service Provider's operations (regardless of whether such a disruption results from Force Majeure Event defined in para. 14 of the ESM Terms and Conditions (see Annex 5 – ESM Draft Framework Agreement) or any other circumstances) and activate it should such a disruption occurred. The business continuity plan must, at a minimum, identify the business continuity risks and propose the Service Provider's actions to prevent such risks and mitigate them in the event they nevertheless materialise.

The ESM and the Service Provider will mutually agree on the proposed business continuity plan prior to its implementation date. The ESM reserves the right to request changes to the proposed business continuity plan based on internal needs and requirements which should not be unreasonably rejected by the Service Provider.

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

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 (in case of need)
- 2.3. Subcontractor commitment letter (in case of need)
- 2.4. Power of Attorney (in case of need)

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.

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 Numbe	r Selection Criteria	Requirements	Evidence
1)	past revenue.	_	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.



ltem Number	Selection Criteria	Requirements	Evidence
1)	prove experience in the	Confirm the Candidate has the ability and capacity to deliver, without exception, the Services sought by the ESM as set out in this RfP	i i
2)	·	A team of at least key personnel compliant with the minimum requirements listed in the above terms of reference.	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
	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.	 Copy of a proof of enrolment in a relevant trade or professional register. The Candidate must have general liability insurance valid in Luxembourg covering the risks linked to the operation of the Services.



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.

1. Technical Award Criteria

Quality		
Cri	teria 1 – Account management aspects	15%
1. Cri	Describe the team structure and include profiles of the dedicated team: the account manager, event project manager, event assistant, technical support as well as two examples of proposed profiles for event hosts/hostesses. teria 2 – Methodology proposed to ensure high quality of the service	
		20%
1.	Describe the methodology proposed for managing each aspect of Services as defined in section 3 of the Terms of Reference with focus on project management and events process and documentation. Please detail your response for each point including if applicable details around the sub-contractors used.	
2.	Describe the quality measures proposed and how are they implemented to ensure the delivery of high-level Services. In particular, the response must consider the following aspects:	
	Event planning;Approach with regards to cost vs. quality;	
	 Communication approach; Monitoring and Reporting; Service delivery; 	
	 Event closing process; Risk Management: Provide a description about the measures put in place to foresee, mitigate, and manage potential risks including a contingency plan. 	
3.	Describe the approach to ensure that ESM is offered 'best value for money' with regards to the services that are available on the market. This should include the expertise of the local sub-contractors. Areas to be addressed, at minimum are: understanding of local regulations, network and relationship with local vendors, venue owners, and service providers, local market understanding, local travel and accommodation, emergency preparedness (i.e. being aware of fastest routes to hospitals, etc.).	
Cr	iteria 3 –Environmental aspects	10%
1.	Provide a description of the green practices implemented such as recycling, plastic use reduction, plant-based or ethically sourced meals and a mindful reduction of the event's carbon footprint.	
Criteria 4 – Presentations		
Price		45%
Total		100%



Annex 4 Commercial Response Annex

See attached

Annex 5 Draft Agreement

See attached

Annex 6 KPI Overview

See attached