


<p>European Stability Mechanism</p> 
<h2>Request for Proposal</h2>
<p>Ref. No.: IT/09/OIP/AG/23</p>
<p><b>Title</b> <b>Corrigendum</b> Provision of Oracle support and implementation services</p>
<p><b>13/09/2023</b> <b>UPDATED VERSION OF 14/08/2023 (ALL MODIFICATIONS ARE HIGHLIGHTED IN RED)</b></p>

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# 1 Introduction

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## 1.1 The European Stability Mechanism

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

More background information about the ESM may be found on the website: [www.esm.europa.eu](http://www.esm.europa.eu).

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

## 1.2 Overview of this RFP

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

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

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

## 1.3 Overview of the Procurement Requirement

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

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

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

## 2 RFP Content

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The RFP package consists of the following documents:

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

## 3 The RFP Process

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### 3.1. Type of Procurement Procedure

This procurement process is carried out by the ESM under a Negotiated Procedure with Full Publication in accordance with Article 9.1 (3) and Article 3 (6) of Annex 4 of the ESM Procurement Policy and is referred to in this RFP as a procurement process or a procurement procedure. Procurement Process Steps and Timelines

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

No.	Procurement Process Steps	Timeline
1.	Publication of the Contract Notice and the RFP	14/08/23

No.	Procurement Process Steps	Timeline
2.	<b>Deadline for submission of clarifications/questions on the Contract Notice and the RFP (via the <a href="#">ESM Procurement tool</a>)</b> <b>Note: comments about the legal terms will not be clarified during this Q&amp;A period but with the preferred candidate at a later stage.</b>	<b>08/09/23</b> 11:00 hrs (local Luxembourg time)
3.	<b>Response to the clarifications/questions on the Contract Notice and the RFP (via the <a href="#">ESM Procurement tool</a>)</b>	<b>Regularly</b>
4.	<b>Deadline for submission of Proposals (via the <a href="#">ESM Procurement tool</a>)</b>	<b>29/09/23</b> 11:00 hrs (local Luxembourg time)
5.	<b>Presentations (if applicable)</b>	<b>16/10/23 to 20/10/23</b>
6.	<b>Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal</b>	<b>30/11/23</b>
7.	<b>Negotiations completed (if applicable)</b>	<b>21/12/23</b>
8.	<b>Agreement's target commencement date</b>	<b>29/02/24</b>

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

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

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

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

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

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

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

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

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

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

AWARD CRITERIA			
QUALITY	70%	PRICE	30%
Delivery of support, maintenance and implementation services incl. SLA and warranty period	30%	Price	30%
Technical skills, key personnel in the area of HCM, ERP and EPM	30%		
Transition period	10%		
<b>Score available</b>	<b>70%</b>		<b>30%</b>
<b>Total Score 100%</b>			

**Technical proposals of those Candidates who received less than 60% of the maximum available score for each Quality (35 points out of 70%) award criteria will be deemed of insufficient quality and eliminated from further evaluation.**

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

$$\text{Candidate's Commercial Score} = \frac{\text{Lowest offered Estimated total cost for 4 years}}{\text{Candidate's Proposed Estimated total cost for 4 years}} \quad * \text{Maximum Price score (i.e. 30)}$$

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

### 3.3. The ESM Contact Details

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

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

### 3.4. Clarifications of the RFP

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

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

### 3.5. Presentations

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

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. The Candidates should ensure that qualified personnel are available during this period to present the case study and to answer questions from the ESM. Presentations are anticipated to take place over one hour.

The ESM envisages to schedule the presentations between the 16/10/23 and 20/10/23. The ESM will contact the Candidates to arrange the meetings.

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

### 3.6. Due Diligence Elements

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

### 3.7. Negotiations

The ESM may at its sole discretion either award the Contract on the basis of the initial Proposal or negotiate with one or several Candidates who best meet the award criteria in order to bring their Proposals in line with the ESM's requirements. The ESM conducts the negotiations in accordance with the ESM Procurement Policy. By submitting a written proposal to this Request for Proposal, the Candidates commit themselves to comply with the negotiations timeline presented in the Section 3.2.



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

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

### 3.9. Contract Terms and Conditions

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

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

## 4 Terms and Conditions of the RFP

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### 4.1 Rights of the ESM

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

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

After the ESM opens Proposals, it may request Candidates to submit, supplement, clarify or complete information or documentation which is or appears missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right at its sole discretion to reject from further consideration any such Proposal.

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

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

The ESM may decide, at its sole discretion while respecting the general principles set forth in the ESM Procurement Policy, to cancel this procurement process in whole or in part at any time before the Agreement is signed. The cancellation does not give rise to any form of compensation for Candidates.

The ESM will ensure that the information provided by Candidates is treated and stored in accordance with the principles of confidentiality and integrity.

The ESM reserves the right at its sole discretion to disclose the contents of Proposals to its third party advisors (if applicable) who are bound by the same confidentiality and integrity obligations as the ESM.

If the ESM discovers, before the expiry of the deadline for submissions of Proposals, a lack of precision, an omission or any other type of error in this RFP, it will rectify the error and inform all Candidates in writing via the [ESM Procurement tool](#).

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

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

## **4.3 Materials and Documents**

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

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

## **4.4 Validity of the Proposal**

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

## **4.5 Compliance with Law**

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

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

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

## 4.6 Trade Name, Logo and Marks

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

## 4.7 Confidentiality

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

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

Candidates are advised that their participation in this procurement process constitutes Confidential Information except for the announcement by the ESM of the successful Candidate on the ESM website in accordance with Article 9.17 (3) of the Procurement Policy.

Except if required in a judicial or administrative proceeding, or if it is otherwise required to be disclosed by any law or regulation, or where information is already in the public domain, the ESM or the Candidate will (a) not disclose the Confidential Information, (b) take all reasonable measures to preserve the confidentiality and avoid disclosure, dissemination or unauthorised use of Confidential Information, and (c) not use such Confidential Information for any purpose other than as is necessary in connection with this RFP. Confidential Information does not include information which (a) was known to the ESM or the Candidate prior to receiving the information from the Candidate or the ESM; (b) becomes rightfully known to the ESM or the Candidate from a third-party source not known to the ESM or the Candidate (after diligent inquiry) to be under an obligation to the Candidate or the ESM to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the ESM or the Candidate; or (d) has been developed independently by the ESM or the Candidate or authorised to be disclosed by the Candidate or the ESM. Confidential Information may only be shared with third parties (e.g. contractors) that have a need to know the Confidential Information in relation to this procurement process and provided that such third parties comply with the confidentiality obligations provided in this section.

In addition, if the Candidate has signed an ESM confidentiality undertaking the Candidate agrees to comply with all obligations set forth in such confidentiality undertaking. If there is a conflict between such confidentiality undertaking and this RFP, the confidentiality undertaking will prevail.

## 4.8 Involvement of/Reliance on Third Parties

If the Candidate intends to involve a third party in the supply of the services offered to the ESM the Candidate has to ensure that any such third party is bound by the requirements set forth in this RFP.

If a Candidate submits its Proposal as part of a consortium with a third party/third parties, such Candidate must provide as part of its Proposal:

- a) a clear description of the proposed consortium, its organisational hierarchy and structure, the names of all consortium members and the roles, activities and responsibilities of the consortium leader and each consortium member;

- b) a document authorising the consortium leader to act on behalf of the consortium member(s) (power of attorney);
- c) a written undertaking from the consortium member(s) confirming that it/they will place, at the consortium leader's disposal, the resources necessary for the performance of the Contract. The written undertaking must be signed by an authorised representative of each such consortium member; and
- d) information on whether the consortium will form a legal entity and if yes, details of the actual or proposed percentage shareholding within such legal entity and other official documents confirming existence of such legal entity. If not, full details of the proposed consortium arrangement including submission of an executed consortium agreement.

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

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

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

- a) a clear description of the proposed subcontracting arrangement, in particular which tasks the Candidate intends to subcontract and their volume or proportion, the name(s) of the proposed subcontractor(s) and its/their roles, activities and responsibilities; and
- b) a document signed by a subcontractor stating its intention to collaborate with the Candidate should the Candidate be awarded a Contract.

If a Candidate subcontracts some of the services under the Contract to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Contract as a whole. The ESM will have no direct legal commitments with the subcontractor(s).

Where the information provided to the ESM indicates that subcontractor(s) is/are to play a significant role in delivering the services offered to the ESM, any changes to the proposed subcontractors must be notified immediately to the ESM. Candidates cannot exchange or replace the subcontractors or modify the nature of the subcontracting arrangement (including the subcontracted tasks, their volume or proportion), whether during the course of this procurement procedure or during the term of the Contract, without the prior written consent of the ESM.

Moreover, any additional subcontractor(s) which was/were not assessed by the ESM during this procurement procedure may only be appointed if the ESM's has given its prior written consent.

#### **4.9 Transfer of Undertakings**

The Candidates acknowledge and accept the possibility that if they are awarded the Contract, the Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour Code as amended from time to time (collectively the "Regulations"). Consequently, the Candidates acknowledge and accept the possibility that if they are awarded a Contract the staff employed by the existing service provider performing the services to

the ESM (the “Employees”) may, if necessary, be taken over and/or transferred automatically, by the virtue of the Regulations.

The Candidates are therefore invited, if deemed appropriate and if not already included in the procurement documents, to request the ESM to provide any necessary information regarding the Employees. The ESM reserves the right to answer questions at a later stage of the procurement procedure if deemed appropriate in the ESM’s sole discretion.

Should the Regulations be applicable, the existing service provider and the successful Candidate will fully comply with all of their obligations under the Regulations and will take all necessary steps to facilitate the takeover and/or transfer of the Employees. Any discussions regarding potential takeover and/or transfer of the Employees will be directly between the existing service provider and the successful Candidate. All the costs incurred by the successful Candidate in relation to the application of the Regulations will be borne solely by such Candidate and will not give rise to any financial compensation from the ESM and will not affect in any way the financial proposal submitted by the successful Candidate.

## 5 Structure of the Proposal

When preparing Proposals, Candidates should observe the following:

- All documents must be submitted in English.
- Any deviations from the specified requirements of this RFP that cannot be satisfied by the Candidate, should be clearly identified in the Proposal.
- In some cases, page/word limits may be specified. Any response exceeding the specified limits may be disregarded beyond that limit.
- Answers should be as concise as possible, complete and comprehensive.
- The ESM does not wish to receive any marketing or other promotional materials.
- All digital copies of the Proposal should be submitted in compliance with the following guidelines:
  - a) One file per section as described in the “Proposal Structure” table below.
  - b) Any supporting or additional files should be clearly named.
  - c) All files should be named clearly with a sequential number and relevant file name.
  - d) All files should be provided in a standard non-editable format, such as PDF.

Proposal Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form Upload in the <b>ESM Procurement tool</b> under: TECHNICAL ENVELOPE	Candidates are requested to provide completed, dated and signed by a duly authorised representative Annex 2 Section 2.1 – “Cover Certification Form”	Fully scanned copy with signature in PDF
2.	Declaration on the Candidate’s Exclusion Criteria,	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative	Fully scanned copy with signature in PDF

	Economic, Financial and Operating Capacity and Absence of Conflict of Interest  Upload in the <b>ESM Procurement tool</b> under: TECHNICAL ENVELOPE	Annex 2 Section 1.1 – “Declaration on the Candidate’s Exclusion Criteria, Economic and Financial Capacity and Absence of Conflict of Interest”)	
3.	Non-Collusion Declaration  Upload in the <b>ESM Procurement tool</b> 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 <b>ESM Procurement tool</b> 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 <b>ESM Procurement tool</b> 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. Candidates are requested to submit their technical proposal <b>as a separate attachment within the Proposal submission email.</b>	Fully scanned copy with signature in PDF
6.	Commercial Proposal  Upload in the <b>ESM Procurement tool</b> <a href="https://intendhost.co.uk/esm/asp/Home">https://intendhost.co.uk/esm/asp/Home</a> 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. Candidates are requested to provide commercial proposal <b>as a separate attachment within the Proposal submission email.</b>	Fully scanned copy with signature in PDF and an writable Excel version

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

Consortium declaration Annex 2 2.2	To be completed	To be completed	N/A
Subcontractor commitment letter Annex 2 2.3	N/A	N/A	To be completed
Power of Attorney Annex 2 2.4			

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

## 6 Submission of the Proposal

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Proposals must be submitted in the [ESM Procurement tool](#) no later than by the “**Deadline for submission of Proposals**” specified at point No. 4 of the **Procurement Process Steps and Timelines** table in Section 3.2 of this RFP.

Only Proposals received through these means will be accepted.

## Annex 1 Terms of Reference

### 1. Introduction

In 2017 the ESM selected Oracle Fusion Cloud as Software as a Service (“SaaS”) for its current applications: ERP (Enterprise Resource Planning), HCM (Human Capital Management) and EPM (Enterprise Performance Management).

The ESM intends to establish a Contract with a single Service Provider for the provision of Oracle support and implementation services. The Service Provider should comprehensively deliver the support and implementation services requested hereunder.

### 2. ESM Oracle Fusion Cloud Environment

ESM’s Oracle Fusion Cloud current environment is composed of:

Applications	Development Instance	Test Instance	Production Instance
ERP	Yes	Yes	Yes
EPM	No	Yes	Yes

Current applications landscape is as follows:

Applications	Domain	Module
ERP	Financials	Accounts Payable
		Cash Management
		Fixed Assets
		Intelligent Document Recognition
		General Ledger
		Travel Expenses
	Procurement	Purchasing
		Self Service Procurement
	ERP Analytics	
HCM	Global HR Management	Absence Management
		Benefits
		Human Resources
		Workforce Modelling



		Workforce Prediction
	Talent Management	Learning and Development
		Performance and Succession
	Workforce Rewards	Compensation
	Recruiting Onboarding	Recruiting Cloud
	HCM Analytics	
EPM	Planning and Budgeting	Financials
		Workforce Planning <sup>1</sup>
EPM	Narrative Reporting	

The Oracle modules implemented at the ESM have been customised to some extent to meet specific organisational requirements (e.g. personalised screens, customised roles and responsibilities and approval flows for various Oracle modules). The ESM may during the term of the Contract implement also additional Oracle Fusion Cloud's applications and modules and thereby use the Service Provider's services in that regard.

### 3. Scope of Services

The Service Provider will be required to provide the following Services (both on-site and off-site depending on the nature of the service and business arrangements with the ESM):

#### a. Maintenance and Support Services

- Overall guidance on Oracle best practices to maximize the Solution's<sup>2</sup> return on investment on each of the ESM's implemented applications;
- Advise the ESM based on business analysis skills and promote best business practices across all Oracle Fusion Cloud modules, in particular in the area of HCM,ERP and EPM; on average per year were raised 300 tickets. It may change from one year to another.
- Update the Solution's configuration (standard setup or RICEW – report, interface, customisation, extension, workflow – component), as per approved change requests, ensuring the Solution's configuration is maintainable, scalable, upgradeable and efficient. Particularly, expertise is required in the creation of BI publisher reports/ dashboards for HCM, EPM and

<sup>1</sup> Sourcing and Workforce Planning, contrary to all other modules, are not implemented at the ESM but may be considered for future implementation.

<sup>2</sup> For the purpose of these Terms of Reference 'Solution' is to be understood as the entire ESM's Oracle Fusion Cloud environment i.e. all implemented applications and modules and interfaces with any third party systems.

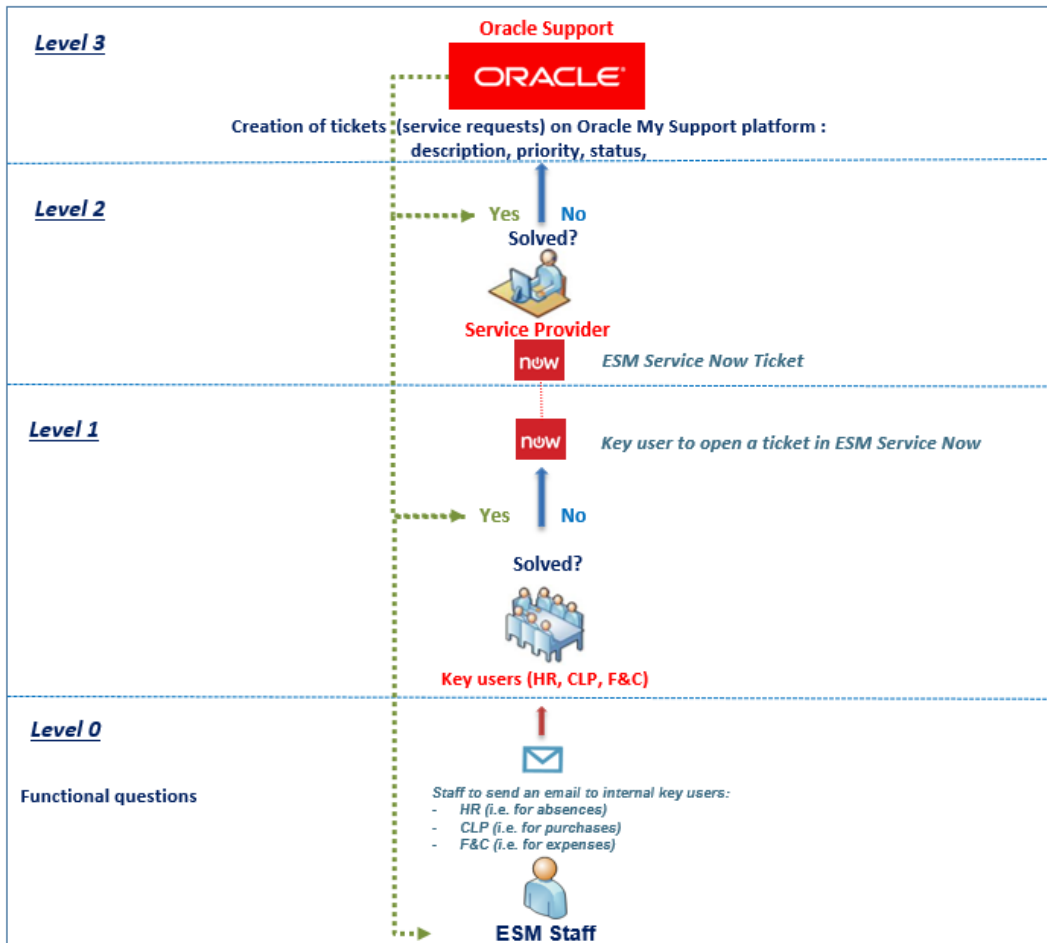
ERP data and the integration between Oracle Fusion Cloud data and third party systems (e.g. Tableau's BI tool);

- Follow a strict change control management process prior to any production configuration change;
- Maintain an up-to-date and audit proof library of deliverables requested by the ESM (deployment plan, risk/issue, defects log and resolution, setup documentation, test script, training guide, functional / technical specification);
- Provide key and end users with functional and technical assistance, guidance and training to optimize the Solution's use and adoption and to build ESM internal skills.
- Trouble shooting and errors analysis, without liaising first with Oracle;
- Level 2 support and maintenance of the Solution (please see target support model illustration below) as per the agreed service level agreement;
- Periodic regression testing as part of Oracle Fusion Cloud quarterly upgrades;
- Define and execute test scripts for each Oracle Fusion Cloud quarterly upgrades and related RICEW;
- Tracking, monitoring and escalation of issues, raised via phone calls, web access, emails, in the ESM's ticketing tool (Service Now) and / or in My Oracle Support -logging and / or follow up of service requests on behalf of the ESM;
- Provide the respective key users/project teams with a weekly update on open service requests with Oracle and Service Now tickets;
- Act as back-up for the ESM's IT security manager and operate system administration (management of roles and responsibilities).
- The ESM will reasonably assess the Priority level of each reported Incident and will provide it to the Service Provider upon submitting the ticket using the ESM ticketing system or audit proofed service provider ticketing system.
- 

The target support and maintenance model of the Solution is illustrated below<sup>3</sup>:

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<sup>3</sup> Level 1 functional support is currently envisaged to be provided by the relevant ESM teams (key users from HR, Commercial Legal and Procurement (CLP), Finance & Control (F&C), for matters within their scope of responsibility) but depending on ESM's needs may potentially change.



Level 1 functional support is currently envisaged to be provided by the relevant ESM product owner within the Corporate IT Team and other teams (key users from HR, Commercial Legal and Procurement (CLP), Finance & Control (F&C), for matters within their scope of responsibility) but depending on ESM's needs may potentially change.

Level 2 represents the line level support and maintenance under the responsibility of the Service Provider and as described above. Whenever the Service Provider is unable to solve an issue on its own, escalation by the Service Provider to the editor (Oracle), level 3, will occur. ESM key users will be updated on a regular basis (minimum on a weekly basis) by the Service Provider on the status of the issues escalated to Oracle.

## b. Implementation Services

- Provide estimates, complexity and feasibility of new developments, i.e. implementation of additional Oracle Fusion Cloud's applications and modules and other Oracle products;
- Understand, challenge and advise on (with market best practice) ESM's business requirements and transform them into clear and concise technical specifications with the ability and flexibility to conceive creative solutions if and where necessary;
- Provide 'extended' ERP solutions, i.e. integrating also applications other than Oracle Fusion Cloud (e.g. potentially link the Oracle database, and/or other tools/systems) or interface third party data (i.e. Murex accounting entries) into Oracle SaaS;
- Make changes and configurations to the Solution as per approved change requests and deployment plans;
- Follow a strict change control management process prior to any production configuration change;

- Support the user acceptance testing process (e.g. UAT test scripts and UAT support);
- Provide immediate post go-live assistance for any Solution change and provide a warranty for a period of three months.

### c. Transition Services

The ESM currently uses a third party (an existing Oracle support and implementation service provider “Existing Provider”) to provide the services in scope of these Terms of Reference. Consequently, the Service Provider will be required to ensure that the transition from the Existing Provider to the Service Provider will be undertaken in a professional, well-planned, coordinated and risk mitigated manner. The Service Provider will play a lead role in facilitating activities and/or issues with the Existing Provider to better ensure a seamless transition.

The ESM envisages that the transition period will take a maximum of 2 (two) months and will be conducted in accordance with the following steps (“Transition Period”):

- Following the Contract signature in the 1<sup>st</sup> week of the Transition Period: the list of all design and training deliverables, functional and technical specifications, as documented by the Existing Provider, will be shared with the Service Provider by granting it access to the ESM SharePoint library for the Oracle projects;
- 1<sup>st</sup> week of the Transition Period: ESM business representatives, one for HR (during a maximum of 3 business days), one for ERP (during a maximum of 2 business days), will review with the Service Provider the list of deliverables and functional and technical specifications shared and address functional questions, while focusing on explaining in detail existing customizations and implemented business processes in the HR and P2P areas;
 

2<sup>nd</sup> week of the Transition Period: on-site support (2 person days for ERP and 3 person days for HCM) by both the Existing Provider and the Service Provider. The Service Provider will take the lead on any ticket raised in the ESM ticketing system or audit proofed service provider ticketing system.
- while being able to request support from the Existing Provider when needed. List of unresolved tickets will be transferred from the Existing Provider to the Service Provider. Technical questions that could not be addressed by the ESM business representatives during the 1<sup>st</sup> week of the Transition Period will also be raised to and answered by the Existing Provider;
- Week 3<sup>rd</sup> and 4<sup>th</sup> of the Transition Period: on-site support by the Service Provider only (2 person days for ERP and 3 person days for HCM). The Service Provider will be fully responsible for any (new and existing) tickets raised in ServiceNow. Upon request from the Service Provider, assistance from the Existing Provider will be exclusively available by contacting their remote help desk;
- At the end of 4<sup>th</sup> week of the Transition Period, the ESM will decide, at its own discretion, to extend the on-site support model used in 3<sup>rd</sup> and 4<sup>th</sup> week of the Transition Period for up to 4 (four) additional weeks;
- At the end of 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> week of the Transition Period, the ESM may, at its own discretion: (i) keep the on-site support of the Service Provider provided as part of the Transition Period, or (ii) reduce the on-site support of the Service Provider provided as part of the Transition Period to adapt it to the number of incidents or requests to be managed, or (ii) move to the on-site support provided as part of the support services described under lit. a) above;

- At the end of the Transition Period, the Service Provider will provide to the ESM a final closure report documenting different activities undertaken and/or issues faced during the transition from the Existing Provider to the Service Provider.

#### 4. Service Levels and Performance Standards

The Contract awarded as a result of this procurement procedure will include a service level agreement (SLA) with key performance indicators (KPIs). If the Service Provider fails to meet the KPIs, service credits or other performance management arrangements to address contractual performance, may be enforced by the ESM at its sole discretion.

#### 5. General Arrangements

##### a. Personnel

While the Service Provider's consultants will take ownership of one or more specific functional areas according to their skillset, the consultants will always work in cooperation and under the supervision of the Service Provider's designated team lead consultant. Guidance by the team lead consultant will ensure the overall integrity of the Solution and its processes.

- The service provider will provide ongoing **support** for all Oracle modules implemented at the ESM with a capacity to solve raised issues in a timely manner by supplying at least 6 (six) Oracle Fusion certified consultants (two certified consultant for ERP, three certified consultant for HCM and one certified consultant for EPM)
- On average the ESM required 30 man days per month to support, enhance and implement futures on the Oracle Fusion Cloud. There is no obligation on the ESM side to commit to any minimum effort required.
- Provide skilled technical consultants to work onsite or offsite to **customize** Oracle Fusion Cloud ERP/HCM/EPM, i.e. page personalisation, ad-hoc approval workflows, business intelligence(BI) publisher reports, dashboards, inbound /outbound interfaces between Oracle Fusion Cloud and a third party system, ad hoc Java packages development, definition of custom roles and responsibilities
- Provide skilled consultants to work onsite or offsite (having applicable certification such as e.g. PMI, Prince 2 or equivalent) who can assist, upon request, the ESM in project management and change management (support the end-to-end change initiative, formulate change plans and activities to support the delivery of communication and training); engage with all ESM stakeholders, define work plans, provide status on ongoing Solution changes, monitor milestones and report risk/issue, undertake mitigation action, proceed when required to escalation and ensure timely resolution;
- Provide on-going Oracle Fusion Cloud remote support for all Oracle modules implemented at the ESM with a capacity to solve raised issues in a timely manner, through a service desk accessible by phone/web, from Monday to Friday between 8:00 and 18:00 CET excluding ESM holidays;

##### b. Language

The ESM's official working language is English. The Services will therefore be delivered in English. All business exchanges and all administrative matters with the Service Provider, including but not limited

to the Contract, any orders issued under the Contract, invoicing, account management, analysis, reporting and other documentation will also be in English.

### **c. Reporting and Meetings**

#### Monthly SLA Reports and Meetings

The Service Provider will provide written monthly SLA reports to the ESM, by the date as agreed with the ESM and in a format as agreed with the ESM, following each monthly reporting period. The written monthly reports will include the following information: compliance with the agreed KPIs and SLA, including information such as the number of tickets received from the ESM, number of incidents raised and resolved in the previous month and any other topics as agreed between the Parties from time to time.

Unless not requested by the ESM, following the receipt of the monthly SLA report, the representatives of the Service Provider and the ESM will meet at the ESM offices to discuss the content of the report.

#### Semi Annual meetings

An account manager from the Service Provider will conduct formal review meetings with the ESM on a semi annual . Such meetings will include a review of the Services conducted since the last meeting, and any issues encountered by the ESM during the relevant period. The meetings will be conducted at the ESM offices or remotely via phone depending on ESM's choice.

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

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

- 1.1 Declaration on eligibility
- 1.2 Non-Collusion Declaration

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

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

- 2.1 Cover certification form
- 2.2 Consortium declaration
- 2.3 Subcontractor commitment letter
- 2.4 Power of Attorney

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

## 7 Annex 3 Selection and Award criteria

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### 1. Selection Criteria

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

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

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

#### 1) Economic and financial standing

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

Item Number	Selection Criteria	Requirements	Evidence
1.	The Candidate must prove sufficient past revenue.	Annual, global revenue of at least 2.100,000 EUR in each of the last two (completed) financial years generated from the provision of services similar to the services set out in Annex 1 to this RfP.	A signed self-attestation from the Candidate. No specific template is requested by the ESM.

#### 2) Technical or professional ability

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



Item Number	Selection Criteria	Requirements	Evidence
1.	The Candidate must prove relevant accreditation. <b>Pass/Fail</b>	<del>Confirm that the Candidate has an Oracle Platinum Partnership level and is a Cloud Excellence Implementer.</del> <b>Confirm that the Candidate belong to the Oracle Partner Network with a proof of Cloud Service Track.</b>	A signed self-attestation from the Candidate. No specific template is requested by the ESM.
2.	The Candidate must prove experience in the field of Oracle Fusion Cloud <b>Pass/Fail</b>	Confirm that the Candidate has executed minimum three Oracle Fusion Cloud (ERP + HCM modules +EPM) implementation projects in Europe in the last three calendar years.	A signed self-attestation from the Candidate confirming the ability to fulfil the requirements set out under this item. No specific template is requested by ESM. As evidence, a summary description including the following information:  i) name, size, scope, complexity and short description of the referenced implementation projects ii) implementation projects start and end dates iii) if any services within the references implementation projects were subcontracted and if yes, which elements and to whom  client names and addresses (if not possible due to confidentiality reasons the client entity (type of entity, size, location, and industry in which it operates)
3.	The Candidate must be able to provide a team of experts/consultants. <b>Pass/Fail</b>	Confirm that the Candidate has sufficient personnel for the Oracle Fusion Cloud implementation services  minimum 2 certified Oracle Fusion Cloud ERP consultants minimum 3 certified Oracle Fusion Cloud HCM consulnats minimum 1 certified Oracle Fusion Cloud EPM consultants	As evidence, a summary description including consultants' Oracle Fusion Cloud ERP, HCM, EPM certifications

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

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

Item Number	Selection Criteria	Evidence
1)	The Candidate must prove that they have legal capacity to perform the Contract and the regulatory capacity to pursue the professional activity necessary to carry out the services subject to this procurement process.	Copy of a proof of enrolment in a relevant trade or professional register.

## 2. Award Criteria

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

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

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

- **Technical Award Criteria**

<b>Quality</b>	<b>70%</b>
<b>1. Criteria 1 Technical skills, key personnel in the area of HCM and ERP</b>	<b>30%</b>
Describe the internal resources and key personnel dedicated to the ESM and the technical skills that the Candidate can offer to the ESM in line with the requirements set out in Annex 1 Terms of Reference.  Explain how the supervision and quality assurance will be ensured by the team lead consultant and his back-up over the support technical team. Describe your processes for the overall management of the Framework agreement, incl. reporting, and customer relationship management.	
<b>2. Criteria 2 Delivery of support, maintenance and implementation services ('change requests'), incl. SLA in the area of HCM and ERP</b>	<b>30%</b>
Explain how you will deliver the support, maintenance and implementation services as defined in Annex 1, Terms of reference. How will you mitigate the risks of failure.  Explain the interaction required between the supplier and the ESM to meet the requirements.  Explain how you will meet the SLA provided in Appendix E, and outline any additional KPIs and associated service credits you propose.  Describe your warranty policy, and explain if you can offer a longer warranty period than the minimum required by the ESM.	
<b>3. Criteria 3 Transition period</b>	<b>10%</b>
Describe how you will adequately and promptly deliver the transition period as described in Annex 1.  Describe how you will ensure a successful and smooth Transition Period. Highlight any risks, dependencies, and include a high- level project timeline covering the full Transition Period. Detail who will be involved in the Transition Period in terms of resources and technical skills.  Explain the ESM's required involvement during the transition period.	
<b>Price</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>

- **Commercial Award Criteria**

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

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

Please see the commercial response template Annex 4 to be completed.

Please complete all the lines marked in blue. Note that onsite daily rates have to include all expenses (accommodation, travel etc.) Following the evaluation process the provided fees will be included in the framework agreement in case the candidate is awarded the contract. Please note that you also need to provide an estimate for the transition of the project which will not be part of the evaluation process, but the fixed fee will be included in the contract.

**Below is the list of required years of expertise for the respective role.**

<b>Role</b>	<b>Requirements</b>
<b>Expert Consultant</b>	<b>Min. 10 years of Oracle Applications experience</b>
<b>Project Manager</b>	<b>Min. 5 years Project Management experience</b>
<b>Senior Consultant</b>	<b>Min. 5 years of Oracle Applications experience</b>
<b>Consultant</b>	<b>Min. 3 years of Oracle Applications experience</b>

## **Annex 4 Commercial Response Annex**

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See attached

## **Annex 5 Draft Agreement**

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See attached