

<p>European Stability Mechanism </p>
<h2>Request for Proposal</h2>
<p><b>Ref. No.: FM/25/SEC/AA/24</b></p>
<p><b>Provision of Security and Other Related Services</b></p>
<p><b>14/05/2024</b></p>

## Contents

1	Introduction .....	5
1.1	The European Stability Mechanism .....	5
1.2	Overview of this RFP .....	5
1.3	Overview of the Procurement Requirement .....	5
2	RFP Content .....	6
3	The RFP Process .....	6
3.1.	Type of Procurement Procedure.....	6
3.2.	Eligibility, Exclusion, Selection and Award Criteria .....	7
3.3.	The ESM Contact Details .....	8
3.4.	Clarifications of the RFP .....	9
3.5.	Presentations .....	9
3.6.	Due Diligence Elements .....	9
3.7.	Negotiations.....	9
3.8.	Notification of the ESM’s decision .....	10
3.9.	Contract Terms and Conditions .....	10
3.10.	ESM site visit .....	10
4	Terms and Conditions of the RFP.....	10
4.1	Rights of the ESM .....	10
4.2	Cost of Participating in the Procurement Process .....	11
4.3	Materials and Documents.....	11
4.4	Validity of the Proposal.....	11
4.5	Compliance with Law .....	12
4.6	Trade Name, Logo and Marks .....	12
4.7	Confidentiality.....	12
4.8	Involvement of/Reliance on Third Parties .....	13
4.9	Transfer of Undertakings .....	14
5	Structure of the Proposal.....	14
6	Submission of the Proposal.....	16
	Annex 1 Terms of Reference.....	17
<b>1.</b>	<b>Background and Overview of Requirements .....</b>	<b>17</b>
1.1	Background .....	17
1.2	Overview of Services.....	17
1.3	Operational Information.....	18
<b>a.</b>	<b>Operational instructions, documents and manuals.....</b>	<b>19</b>
1.4	Security & Access .....	19
<b>2.</b>	<b>Description of the Services .....</b>	<b>19</b>

2.1	Ongoing services .....	19
a.	<b>On-site security coordinator</b> .....	20
b.	<b>Manned guarding services</b> .....	20
c.	<b>Reception services</b> .....	21
d.	<b>FM Service desk support services</b> .....	22
e.	<b>Mail scanning and tracking services</b> .....	23
f.	<b>Out-of-hours monitoring and response, Patroller services</b> .....	24
i.	<b>Out-of-hours monitoring and response</b> .....	24
ii.	<b>Patroller services</b> .....	24
g.	<b>Residential alarms</b> .....	24
h.	<b>Driver services</b> .....	25
i.	<b>VIP driver</b> .....	25
ii.	<b>Back-up VIP driver</b> .....	26
iv.	<b>Management of the drivers</b> .....	27
v.	<b>Mission costs: travel expense request</b> .....	27
2.2	On-demand services .....	27
2.3	Optional services.....	28
a.	<b>Mail scanning and tracking services outside of the ESM premises</b> .....	28
b.	<b>Manned guard services outside of ESM premises</b> .....	29
c.	<b>Trainings for VIP driver / back-up VIP driver</b> .....	29
d.	<b>Residential CCTV systems</b> .....	30
e.	<b>Purchase of security equipment, systems, etc.</b> .....	30
	The ESM may request the Service Provider to supply security equipment, systems, etc. in connection with any Services, or part thereof, for which fees have not been agreed for in the Framework Agreement. ....	30
2.4	Out-of-scope services .....	30
<b>3.</b>	<b>Start-Up Phase</b> .....	30
<b>4.</b>	<b>Company and Personnel Requirements</b> .....	31
4.1	Company requirements .....	31
4.2	General personnel minimum requirements .....	32
4.3	Specific personnel minimum requirements.....	34
a.	<b>Account Manager</b> .....	34
b.	<b>On-site security coordinator</b> .....	34
c.	<b>Manned guards</b> .....	35
d.	<b>Driver (VIP Driver, Back-up VIP Driver, Ad-hock and Additional drivers)</b> .....	35
e.	<b>Bodyguards</b> .....	35
<b>5.</b>	<b>Technical Requirements</b> .....	35
5.1	Technical equipment and tools.....	35

5.2	Record-keeping and logbook .....	36
5.3	Ticketing Tool .....	37
<b>6.</b>	<b>Key Performance Indicators and Bonus Malus Rule .....</b>	<b>38</b>
<b>7.</b>	<b>Reporting and Document Filing .....</b>	<b>39</b>
<b>8.</b>	<b>Meetings .....</b>	<b>40</b>
<b>9.</b>	<b>Business Continuity .....</b>	<b>41</b>
<b>10.</b>	<b>Ordering Mechanism for On-demand services and Optional services .....</b>	<b>41</b>
10.1	On-demand services .....	41
10.2	Optional services.....	42
Annex 2 Eligibility, Exclusion Criteria, and other required information and documents .....		44
1.	Eligibility and Exclusion Criteria .....	44
2.	Other Required Information and Documents.....	44
Annex 3 Selection and Award criteria.....		45
3.	Selection Criteria.....	45
1)	Economic and financial standing .....	45
2)	Technical or professional ability .....	45
3)	Authorisation and suitability to carry out the relevant professional activity.....	46
4.	Award Criteria .....	47
Annex 4 Commercial Response Annex .....		49
Annex 5 Draft Agreement .....		49
Annex 6 KPI Overview .....		49
Annex 7 Floor plans.....		49
Annex 8 Security Equipment Inventory .....		49

# 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 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 establish a framework agreement (“**Agreement**” or “**Contract**”) 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 Framework Agreement	Attached
7.	Annex 6 – KPI Overview	Attached
8.	Annex 7 – Floor Plans	Attached
9.	Annex 8 – Security Equipment Inventory	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	14/05/2024

No.	Procurement Process Steps	Timeline
2.	ESM site visit	03/06/2024
3.	<p><b>Deadline for submission of clarifications/questions on the Contract Notice and the RFP (via the <a href="#">ESM Procurement tool</a>)</b></p> <p><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></p>	07/06/2024 11:00 hrs (local Luxembourg time)
4.	Response to the clarifications/questions on the Contract Notice and the RFP (via the <a href="#">ESM Procurement tool</a> )	Regularly
5.	<b>Deadline for submission of Proposals (via the <a href="#">ESM Procurement tool</a>)</b>	14/06/2024 11:00 hrs (local Luxembourg time)
6.	Presentations	01/07/2024 to 12/07/2024
7.	<b>Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal</b>	30/09/2024
8.	<b>Agreement's target commencement date</b>	01/11/2024

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

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

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

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

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

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

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

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

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

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

AWARD CRITERIA			
QUALITY	60%	PRICE	40%
Project management aspects	18%	Price	
Methodology for the services	35%		
Environmental aspects	7%		
<b>Total Score 100%</b>			

**Technical proposals of those Candidates who received less than 30 points (50%) of the maximum available score for quality award criteria (60%) will be deemed of insufficient quality and eliminated from further evaluation.**

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

$$\text{Candidate's Commercial Score} = \frac{\text{Lowest offered Estimated total cost}}{\text{Candidate's Proposed Estimated total cost}} \quad * \text{Maximum Price score (i.e., 40)}$$

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: Mr. Ampeglio Amore

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 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. Scope of the presentation is to clarify technical aspects of the proposal in accordance with the technical criteria below listed.

The ESM envisages to schedule the presentations between the 01/07/2024 to 12/07/2024. 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 conducts negotiations in accordance with the ESM Procurement Policy, ensuring equal treatment of all Candidates invited to participate in the negotiations.

By submitting a written proposal to this Request for Proposal, the Candidates commit themselves to respond in a timely manner to any negotiation request made by the ESM, ensure any new Proposal submitted during negotiations is more beneficial to the ESM than the previous one and acknowledge that any new Proposal submitted is legally binding for the Candidate the same as the original Proposal submitted in response to this Request for Proposal. At a minimum, for all Candidates advancing to the

final evaluation stage, the ESM will request a best and final Commercial Response before determining the Candidate whose Proposal has the best price-quality ratio.

### **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 draft agreement enclosed as Annex 5 to this RFP (“**ESM Draft Framework Agreement**”) will form the agreement between the ESM and the selected Candidate. The ESM views the ESM Draft Framework Agreement to be fair and balanced and expects that Candidates will agree to it without reservation. By submitting a Proposal, Candidates accept the ESM Draft Framework 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 Draft Framework Agreement they must provide, for each proposed change, a counterproposal 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 Draft Framework Agreement. Any potential changes to the ESM Draft Framework 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 Framework 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.

### **3.10.ESM site visit**

The ESM offers a site visit to the Candidates to allow them collecting information about the ESM building and to get familiar with the ESM security related operational requirements. The duration of the visit is expected to be approximately an hour.

The ESM envisages to schedule the ESM site visits during the week of 03/06/2024. The ESM will directly contact the Candidates to arrange the site visits in advance. Note that ESM site visit is not compulsory for the Candidates.

## **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 and legally binding for a period of 180 calendar days from the deadline for submission of Proposals.

## **4.5 Compliance with Law**

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

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

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

## **4.6 Trade Name, Logo and Marks**

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

## **4.7 Confidentiality**

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

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

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

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

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

#### **4.8 Involvement of/Reliance on Third Parties**

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

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

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

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

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

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

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

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

Where the information provided to the ESM indicates that subcontractor(s) is/are to play a significant role in delivering the services offered to the ESM, any changes to the proposed subcontractors must be notified immediately to the ESM. Candidates cannot exchange or replace the subcontractors or

modify the nature of the subcontracting arrangement (including the subcontracted tasks, their volume or proportion), whether during the course of this procurement procedure or during the term of the Contract, without the prior written consent of the ESM.

Moreover, any additional subcontractor(s) which was/were not assessed by the ESM during this procurement procedure may only be appointed if the ESM 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**

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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, Economic, Financial and Operating Capacity and Absence of Conflict of Interest  Upload in the <b>ESM Procurement tool</b> under: TECHNICAL ENVELOPE	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative Annex 2 Section 1.1 – “Declaration on the Candidate’s Exclusion Criteria, Economic and Financial Capacity and Absence of Conflict of Interest”)	Fully scanned copy with signature in PDF
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.	Fully scanned copy with signature in PDF
6.	Commercial Proposal  Upload in the <b>ESM Procurement tool</b> 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

<b>Forms to fill in</b>	<b>Candidate (including Consortium Lead)</b>	<b>Consortium members</b>	<b>Key Subcontractors</b>
Declaration on Eligibility Annex 2 1.1	To be completed	To be completed	N/A
Declaration of Non-Collusion Annex 2 1.2	To be completed	To be completed	N/A
Cover Certification form Annex 2 2.1	To be completed	N/A	N/A
Consortium declaration Annex 2 2.2	To be completed	To be completed	N/A
Subcontractor commitment letter Annex 2 2.3	N/A	N/A	To be completed

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

## **6 Submission of the Proposal**

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

Only Proposals received through these means will be accepted.



## Annex 1 Terms of Reference

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### 1. Background and Overview of Requirements

#### 1.1 Background

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 “**KUBIK Building**”, “**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.

The ESM currently rents the underground, ground, first and second floors of the KUBIK Building, and some storage and archive areas on the first and second underground floors. The total rented area is approximately 9,374 m<sup>2</sup> (the “**Existing Area**”) and provides about 300 workspaces, about 20 meeting rooms (capacity of 2-30 persons), a conference area (capacity of 200 persons on the first underground floor), and a creative/project area. In addition, there is a staff restaurant located on the ground floor with a terrace, and tea kitchens on the underground, ground, first and second floors. There are fitness facilities, nursing room and a quiet break room located on the first underground floor and several functional rooms (i.e. server / technical, sanitary, small storages, UPS etc.) located throughout the KUBIK Building, as well as bike storage and repair area. Floor plans of the area can be found in Annex 7 “Floor plans” to the RfP document.

The ESM requires the services of a single provider to provide security and other related services to the ESM (the “**Service Provider**”), as described in these Terms of Reference. The ESM anticipates that the Service Provider selected following this procurement procedure will be required to commence providing the security services to the ESM in November 2024.

The Service Provider will perform security and other related services (the “**Services**” or “**Security Services**”) described in detail in these Terms of Reference, working under coordination of the ESM’s Facilities Management Team (the “**FM Team**”).

The role of the Service Provider is not to 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 efficiencies.

#### 1.2 Overview of Services

The ESM will award a framework agreement to a single Service Provider for the provision of the Services (“**Framework Agreement**”) for a period of four years. The Service Provider will provide end-to-end security and other related services with adequately trained personnel (as defined in these Terms of Reference), with the aim to protect and ensure the safety, security and integrity of the ESM premises and ESM members of staff, 24 hours per day, 365 (366) days a year.

The following Services will be required and are described in detail in *Section 2. Description of Services*:

##### 1. Ongoing services:

- a. On-site security coordinator;
- b. Manned guarding;
- c. Reception services;
- d. FM Service desk support services;

- e. Mail scanning and tracking services;
- f. Out-of-hours monitoring and response, Patroller services;
- g. Residential alarms,
- h. Driver services.

## **2. On-demand services**

- a. Additional on-site security coordinator;
- b. Additional manned guard(s);
- c. Bodyguard(s);
- d. Additional driver(s);
- e. Armed guards;
- f. Additional residential alarms;
- g. Purchase of security equipment, systems, etc., for which the fees have been set forth in the Framework Agreement.

## **3. Optional services**

- a. Mail scanning and tracking services outside of ESM premises;
- b. Manned guard services outside of ESM premises;
- c. Trainings for VIP driver / back-up VIP driver;
- d. Residential CCTV systems;
- e. Purchase of security equipment, systems, etc.

In addition, the Service Provider will perform administration, reporting and meeting tasks, all described in detail in Section 7. Reporting and Document Filing, and Section 8. Meetings.

All Services are required to be carried out according to the applicable Luxembourgish and industry-accepted standards and best practises.

The Service Provider will be required to use ESM digital tool (“Service Now”) to receive and respond to the tickets (also see section 5.3 below). For that purpose, the Service Provider will ensure that minimum two people from the team, from operations, per function of their responsibility, have access to the ticketing tool, as well as the manager assigned to coordinate the Framework Agreement. These Service Provider’s employees will be equipped with mobile phones to allow for efficient reaction.

### **1.3 Operational Information**

The ESM office hours are from 6 am to 10 pm on ESM working days<sup>1</sup> (the “ESM Office Hours”). These extended hours are provided to facilitate building maintenance as well as late working. During these hours, constant manned guarding on-site is accommodated. The ESM reserves the right to change the ESM Office Hours and accordingly adjust the working hours of Service Provider’s personnel required during the ESM Office Hours. Should such a situation take a place, the ESM will inform the Service Provider with a reasonable advice with a notice given in writing (including via email).

The KUBIK Building has a number of entry and exit points, including an entrance for service deliveries, as well as car park entrances for the ESM members of staff. All entry and exit points have to be secured and monitored, which is warranted by access control system, CCTV cameras and/or constant manned guarding presence during the ESM office hours at defined guard posts and patrolling routes. The ESM main reception in the KUBIK Building is also the 'Building’s monitoring centre', including fire and security alarms, etc. The CCTV cameras are located at a designated security room. The floor plans of the Building are provided in Annex 7 “Floor Plans” to the RfP document.

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<sup>1</sup> ESM working days are days when ESM is open for business and not always aligned with working days in Luxembourg as ESM may have additional/different holidays. The ESM will always inform the Service Provider about ESM holiday schedule for a given calendar year.

### **a. Operational instructions, documents and manuals**

The day-to-day operational instructions documents and manuals which are to be observed and complied with by the Service Provider are set out in detail in internal ESM guidance documents and/or internal ESM policies (e.g. ESM physical security policy). The internal ESM guidance documents are “living documents” and may be amended at any time during the duration of the Framework Agreement. It is the responsibility of the Service Provider to amend the procedures in these documents upon the request and the agreement of the ESM. The ESM may also amend them. The Service Provider has to adapt the provision of the Services to the amended internal ESM guidance documents or ESM internal policies. In addition, the Service Provider may provide recommendations to the ESM for possible improvements to these documents or policies.

All operational instructions, documents, manuals and relevant policy documents will be disclosed to the selected Candidate.

#### **1.4 Security & Access**

The Service Provider’s personnel under the Framework Agreement will be provided with entrance badges to the ESM premises. The Service Provider will be fully responsible for the security and any loss of these items. In case of a lost badge, the Service Provider will inform the FM Team immediately and pay a running fee, established on the level of the company that supplies to the ESM entrance badges (as indication, the current price is € 20), in order for the ESM to issue a new badge. The Service Provider will send evidence of such fee payment to the FM Team following which a new badge will be issued.

The Service Provider’s personnel is not permitted to bring external persons (including, for the avoidance of doubt, family members and friends) or animals into the ESM Building.

## **2. Description of the Services**

This section describes in detail the Services that the Service Provider will provide during the term of the Framework Agreement.

To the extent permitted under the ESM Procurement Policy, the ESM may from time to time require new security or other related Services, which are not initially provided by the Service Provider, or to modify existing Services at any time during the term of the Framework Agreement. In such a case, upon reaching an agreement with the Service Provider, an amendment to the Framework Agreement will be signed.

### **2.1 Ongoing services**

The Service Provider will be required to provide the services listed below on ongoing basis. Those services include:

- a. On-site security coordinator (see section a. below),
- b. Manned guarding services (see section b. below),
- c. Reception services (see section c. below)
- d. FM Service desk support services (see section d. below),
- e. Mail scanning and tracking services on the ESM premises (see section e. below),
- f. Out-of-hours monitoring and response, Patroller services (see section f. below),
- g. Residential alarms (see section g. below),
- h. Driver services (see section h. below).

While these services are clearly defined separately in continuation, the Service Provider's personnel performing services a. through e. should be cross trained for performance of all these tasks, and they are not mutually exclusive. Selected number of Service Provider personnel performing the tasks under lit. a. through e. above on the site must be available for provision of the services listed under lit. f. Above (Driver services).

**a. On-site security coordinator**

The on-site security coordinator is responsible to manage the on-site security team. He/she will directly report to the FM Team.

The on-site security coordinator will be responsible for the following tasks (non-exhaustive list):

- Be the first point of contact for the FM Team;
- Coordinate and supervise all activities in relation to provision of the Services (unless otherwise defined during the course of the Framework Agreement on the operational level);
- Perform contract-related administrative tasks, e.g., reporting, meetings, as required;
- Execute regular reporting to the ESM responsible person;
- Participate in planned and ad-hoc meetings, as required;
- Update security procedures and operational instructions documents and manuals, and other living documents, as required;
- Perform on-site manned guarding tasks, reception services, etc., as required;
- Unless otherwise instructed by the Service Provider's Account Manager or the FM Team either orally or in writing (including via e-mail), perform drivers' team coordination, i.e., the drivers' team assignment to respective tasks in cooperation with the Service Provider's planning team while ensuring any necessary adjustments thereto;
- Unless otherwise instructed by the Service Provider Account Manager or the FM Team either orally or in writing (including via e-mail), perform supervision of drivers' team services delivery, supervise the on-site team in the delivery of all required tasks.

The Service Provider will provide a first back-up and a second back-up to the on-site security coordinator. These should typically be manned guards from the on-site security team who are familiar with relevant practices, guidelines and policies in the Building, and trained to take on the role of the on-site security coordinator during his/her absence.

**b. Manned guarding services**

The on-site security team will consist of five (5) manned guards, including the on-site security coordinator, to be available during the ESM Office Hours. The manned guards will be located in different areas of the ESM premises in the Building, as operationally defined with ESM. The manned guards will be rotating weekly at predefined times in accordance with the instructions from the on-site security coordinator. The on-site security coordinator will always be present at the main reception area.

The manned guards will be responsible for the following tasks (non-exhaustive list):

- Lock and unlock the ESM premises in line with a fixed routine as defined in the internal ESM guidance documents, including the closing of all doors and windows during the closing tours; conduct all appropriate checks, i.e., if all fire appliances are working, exits are clear, windows are closed, equipment is switched off/on, i.e., ensuring that the continued integrity of the Building is maintained;

- In case of noticed errors/malfunctions, immediately contact the FM Team and/or their responsible third-party service providers;
- Perform patrols and Building security checks;
- Ensure CCTV monitoring and management in the dedicated security room;
- Respond to defined alarms and reset alarms;
- Respond to fire alarms, collect and escort all mobility impaired personnel during an incident, and execute their role, as defined in the evacuation and other ESM's response plans;
- First response for other on-site incidents (first aid, fire evacuation, floods, earthquakes, etc.);
- Respond to other security related on-site incidents such as (attempted) security breaches or suspicious unattended luggage;
- Handle any information management systems, either already in place, or if not in place, provided by the Service Provider, and monitor and respond to all incidents and/or alarms detected by the system (the Service Provider must ensure the proper training of the Service Provider's personnel on the use of the system and assure its use. If any system is provided by the ESM, the FM Team will ensure the proper training is provided);
- Ensure that all persons and vehicles entering the ESM premises are authorized;
- Coordinate and check deliveries entering the ESM premises;
- Manage the removal of unauthorized persons and vehicles entering the ESM premises;
- Accompany third party workers throughout the Building, where required;
- Display warning/informative signs throughout the Building, when required;
- Report to the FM Team any incidents related to all Services (reporting format may be pre-defined by the ESM);
- Regularly check and report on status of security equipment.

**c. Reception services**

The ESM has two (2) reception areas, at the main entrance ground floor (main reception area) and at the side entrance ground floor (minor reception area). The main reception area is the single receiving point for visitors. The minor reception area may be assigned Reception services duties in some instances, as defined by the ESM.

The on-site security team will provide the following reception tasks (non-exhaustive list):

- Welcome and register visitors via the FM ticketing tool (e.g., ServiceNow tool or equivalent), and call the host;
- Welcome visitors, check their names and identification documents against the log of announced visitors and call the host as well as, if requested by the ESM, collect visitor's identity cards and passports during their stay at the ESM premises;
- Print and issue visitor badges;
- Ensure visitors sign the take-over of the badge, and any other documents, as needed and which may be required prior to taking of the badge, so that they are informed of all relevant information during their visit;
- Perform security checks (metal detector and x-ray scanner) of all visitors and their belongings;
- Print, program (if assigned by ESM), issue and manage third party service provider's or consultants' badges, and ensure only authorised personnel can enter the Building;
- Print, program (if assigned by ESM), issue and manage badges to new ESM member of staff;
- Issue replacement badges to ESM members of staff, third party service providers, consultants, etc., if required;

- Manage the office supplies, e.g., keep track of office supplies' inventory, stock office supply deliveries in the designated storage area, refill office supply stations throughout the ESM premises. For the avoidance of doubt, the purchase and supply of office stationery and office supplies is not included in the scope of the required Services. The Service Provider may be required to order office supplies from an ESM provider providing the office supplies for the ESM;
- Ensure reception call services (answer inside and outside incoming calls based on a pre-defined "telephone etiquette");
- Support the FM Team in any kind of administrative tasks, e.g., statistics of guests, bring visitors to specific locations within the ESM premises, etc.;
- Ensure that all the documents relevant to execution of these services, and signed or issued in the process are properly recorded in the on-line document management system, and hard copies stored properly;
- Support the FM service desk team in managing the service desk support function in the area of all FM related services (see details below).

#### **d. FM Service desk support services**

The Service Provider will be required to support the FM Team in managing the service desk support function in the area of all FM related services towards the ESM members of staff, other providers, the Kubik Building landlord's representative and consultants. Typically, majority of the requests are received via the ESM ticketing system. Currently, the average annual volume of FM related tickets is around 2,600 per year.

The Service Provider will deliver the FM Service desk support services, as described herein, under the supervision of the FM Team.

The ESM does not expect that the Service Provider will dedicate a specific person to perform these services but rather optimise the use of the on-site security team resources, as described in this section 2.1. above, to perform these services. The FM service desk support services will be handled at the position where there are least disturbances and where no reception services are required, such as side entrance reception (minor reception area) or similar.

The main tasks of the FM Service desk support will include the following tasks (non-exhaustive list):

- Create tickets for new requests/feedback/incident on behalf of the Service Provider or on behalf of someone else, e.g., an ESM member of staff;
- Accept and assign tickets:
  - Add required information to the received tickets, i.e., room, category, sub-category, type, etc.;
  - If necessary, amend the short description field to summarise the ticket content;
  - Assign tickets to the appropriate assignment group and persons;
  - Communicate confirmation of receipt to the requestor;
  - Flag the FM responsible.

The Service Provider performance of the FM Service desk support services will be monitored by the ESM via the means of various reports generated from the ESM ticketing tool. The FM team may generate the following non-exhaustive pre-defined automated reports:

- Report on all tickets created by the Service Provider;
- Report on all tickets from a given day that are not assigned;
- Report on all tickets with empty fields;
- Report on all tickets and to whom they were assigned;

- Report on all overdue tickets; and
- Report on all tickets which have been set to 'Finally Closed'.

The reports may be created on ad-hoc, daily or monthly basis.

During the course of the Framework Agreement, FM service desk support services may be assigned to either FM team or another 3<sup>rd</sup> party, in which case the Service Provider will no longer be responsible for these services. In such case, while the responsibility will move to another provider, the Service Provider will be required to liaise with and assist the other provider in provision of part or all these services, as needed and within the scope of other services included in these Terms of Reference.

**e. Mail scanning and tracking services**

The on-site security team will be responsible for digitally scanning and tracking services of mail and packages. Both incoming and outgoing mail digitally scanning and tracking will be undertaken by the on-site manned guards, as part of their normal duties in the context of the provision of the Services.

The main tasks will include the following (non-exhaustive list):

- Handle incoming and outgoing mail and packages;
- Internal collection and distribution of mail and packages; and
- Conduct security scan and track all incoming mail and packages.

The current volume of mail (envelopes) handled per day is estimated at:

- 10-20 incoming letters; and
- 5-10 outgoing letters.

The current volume of packages handled per month is estimated at approximately 100 on average.

**Security scanning (incoming mail for professional and private use)**

All incoming mail (letters, packages, etc.) will be scanned by the Service Provider for explosives and other potential threats.

The manned guards will be required to physically identify all suspicious packages and 'trigger' any follow-up action, and to mitigate any risks to the ESM. In the event that a suspicious package is identified, the Service Provider will run a biochemical hazard check with the bomb sniffer.

The ESM owns the scanning devices in ESM premises which are used to detect metal, explosive materials, narcotics and biochemical hazards and will provide these to the Service Provider for the purpose of performing the Services. The Service Provider will ensure that all on-site security team is trained on how to operate all security equipment and will provide refreshment training courses during the term of the Framework Agreement.

Once scanned, the manned guards will hand over to the ESM designated person(s) (only the professional letters/packages for internal distribution). The private packages will remain at the reception, and the Service Provider will inform the recipient via e-mail to pick up his/her package at the main reception.

**Mail tracking (outgoing mail for professional and private use)**

All outgoing mail (envelopes only) will be scanned by the Service Provider, as part of 'proof-of-posting', with the details, i.e., posting date and sender name etc. being logged.

The instructions regarding mail scanning and distribution are subject to occasional review and improvement by the ESM and may result in change in processes. In such cases, ESM revised instructions will be issued to the Service Provider for implementation.

**f. Out-of-hours monitoring and response, Patroller services**

**i. Out-of-hours monitoring and response**

The Service Provider will provide a 24/7 "out-of-hours" and "call-out" service to remotely monitor the security of the ESM premises, to respond to alarms, to allow authorised staff to enter the ESM premises upon request, and to conduct regular outside and inside patrols of the ESM premises. These services are in place during all "out-of-hours" periods (e.g., hours outside of the ESM Office Hours, i.e., from 10 pm to 6 am unless the ESM Office Hours are changed – see s. 1.3 above), 24 hours, 7 days per week, 365 (366) days per year.

The Service Provider will remotely monitor using CCTV cameras the ESM premises outside the ESM Office Hours. During the out-of-hours periods, the Service Provider will also maintain the ability to remotely view all internal areas of the ESM premises, and monitor such internal areas constantly, as required. Periodically, and at least once per shift, Service Provider will perform virtual patrol of the ESM premises to ensure everything is in order. The remote monitoring is ensured by the Alarm Receiving Centre ("ARC") of the Service Provider via intrusion panels and video NDR located in the ESM. The equipment is connected to the Service Provider's ARC which can control remotely the alarms, cameras, and doors.

In the event of incidents, the Service Provider might need to perform a physical 'action or reaction'. The physical 'action or reaction' will require response and attendance of the Service Provider remotely or on-site at the ESM premises.

The Service Provider will de- and re-arm the intrusion alarm system upon request of the ESM authorised staff to enter the ESM premises during "out-of-hours" periods. This is expected to be done remotely. In case the remote connection fails, the Service Provider will be required to be present on-site to perform the de and re-alarm and will cover the costs of this presence.

The Service Provider will also maintain a "call-out" service during the out-of-hours period to respond to alarm activations (transmitted via existing alarm systems for breaking into the Building and fire alarms and for the technical failures' alarms). The Service Provider will be provided access to alarm systems, to which Service Provider will need to set-up a connection.

"Call-out" services may also include undertaking a regular patrol outside of the ESM premises, on a pro-active basis, as well as liaison and coordination with any emergency services, e.g., support in case of fire, flood, etc., as required. This will also include internal patrols of the ESM premises to respond to alarm activations, including taking appropriate photographic evidence and reporting these to the ESM FM Team.

**ii. Patroller services**

The Service Provider will provide regular patrol inside the ESM premises every day when the ESM office is closed for business on a 24hrs interval, i.e., on weekends and on ESM public holidays. As part of each regular patrol, the Service Provider's patroller will be required to inspect all floors of the ESM premises (-2 ESM parking, -1 ESM parking, ground floor, 1st floor, 2nd floor, roof) and in case there is something wrong to promptly get in touch with the appropriate party (the appropriate parties will be defined on an operational level) for intervention.

**g. Residential alarms**

Certain ESM members of staff may require a higher level of security outside of the KUBIK Building. If the ESM determines that a specific member of staff requires additional security in their residence, the ESM will notify the Service Provider. Following that, the Service Provider will need to conduct an assessment of their residence area.



The Service Provider will provide a standard residential package which consists of at least the following:

- One alarm set which includes:
  - One (1) alarm panel;
  - Two (2) remote controls;
  - Five (5) motion detectors;
  - Three (3) door and/or window detectors; and
  - One (1) fire detector.
- Installation of the alarm set (and any additional items) in the respective ESM member of staff's residence;
- Full warranty (for at least one year), maintenance and repairs for the duration of the Framework Agreement;
- Connection to a 24/7/365 monitoring centre;
- A subscription to the alarm intervention service.

Currently, approximately 10 residential alarm packages are provided to the specific ESM members of staff. All residential alarm packages are located in properties in Luxembourg. Any additional items required, which are not included in the standard alarm package, e.g. panic buttons, smoke detectors, etc., will be ordered in addition to the standard package. Should the Service Provider's assessment identify the need for different quantities than defined in the standard alarm package, or if the member of staff does not require all items included in the standard alarm package, the cost difference for additional or deducted items will be amended accordingly based on actual quantity and unit monthly prices.

Maintenance and repairs of the residential alarms, apart from repair of damages caused by the negligence of the user, are included in the price of the residential alarms for the duration of the Framework Agreement. This includes, but is not limited to the maintenance, repair and replacement of software or malfunctioning or outdated equipment. Residential sets remain the property of the ESM, once purchased.

The Service Provider is required to do relocation of the residential alarms (to include un-installation from one residence and installation in another residence), at the request of the ESM.

#### **h. Driver services**

The Service Provider will provide to the ESM the following types of drivers:

##### **i. VIP driver**

If requested by the ESM, a dedicated VIP driver will be required on-site at the ESM offices (i.e., always has to be physically present at the site), for performing chauffeur services to the ESM Managing Director and other high-profile passengers, as may be required. The VIP driver, when not providing chauffeur services, will perform other services as further described in this section i.

The VIP driver will be providing the chauffeur services minimum 8h/day, between 6:00 and 22:00, i.e., the ESM Office Hours further also referred to as "the core working hours". On-call and standby duties flexibility, availability to work outside of the core working hours and overtime (additional invoicing), including on short notice requests, and readiness for over-night stays are key requirements for the position. To the extent possible, with the VIP driver approval, the VIP driver will align his holidays with those of the ESM Managing Director.

The Service Provider can only replace the VIP driver with another driver upon prior written consent from the ESM. This provision does not apply to situations where the VIP driver is replaced by a back-up VIP driver or additional driver to ensure continuity of the service in accordance with the provisions of the Framework Agreement.

Unless otherwise agreed by the ESM, the VIP driver will drive the vehicle assigned to the ESM Managing Director, ensure the day-to-day maintenance of the vehicle (cleaning, washing, fluid levels, tires replaced, etc.), and to the maximum extent possible, ensure the physical safety of persons transported.

Additionally, and as time from the main VIP duties allows, ensure that all other tasks regarding ESM-used vehicles are executed at the highest level and timely, to include but not to be limited to washing, maintenance, repair, tire replacement, fuelling, etc. If time doesn't allow it, assure that these tasks are assigned to ad-hock drivers, either via Security Coordinator, or directly (if assigned driver team coordination duties (see last paragraph in this section i.).

After the last drop-off for the day (usually at the ESM Managing Director's home residence), the VIP driver is required to return the vehicle to the ESM premises.

At the sole discretion of the ESM, the VIP driver may be permitted to use the vehicle to reach his own place of residence. In such case, the Service Provider does not bear any motor vehicle and civil liability for the vehicle, and the relevant insurance is arranged by the ESM. For the avoidance of doubt, the typical insurance exclusions (e.g. negligence of the driver, use of substances etc.) apply in full force and effect. On the same or the following day, the VIP driver is permitted to use the vehicle to arrive at the pick-up location of the ESM Managing Director. The VIP driver will be required to sign a confidentiality undertaking with the ESM.

In addition, the VIP driver may be assigned responsibilities for drivers' team coordination and missions' planning and supervision of the provision of Driver services to ensure they are carried out in a professional manner and in conformity with all respective requirements set forth in the Framework Agreement. The VIP driver will be responsible for training of the back-up VIP driver in provision of all services that are within the responsibility of the VIP driver, to include but not be limited to the provision of driving services, professional service delivery, meeting ESM requirements, etc.

The VIP driver will also be responsible for driving team coordination and missions' planning if such services are assigned to VIP driver. If these additional services have been assigned to VIP driver, the line of the reporting within the Service Provider will be jointly defined by the Service Provider and the ESM. On the ESM side, the VIP driver will report directly to the FM Team.

#### **ii. Back-up VIP driver**

The back-up VIP driver is a dedicated driver, who, on ESM's request, replaces the VIP driver in performing chauffeur services to the ESM Managing Director and other high-profile passengers, as well as fulfils other tasks that may have been assigned to the VIP driver (see section above). The back-up VIP driver may be required, if the VIP driver is, for any reason, absent, not available or not able to perform the required chauffeur services for a longer period of time. If required by the ESM and similarly to the VIP driver, the back-up VIP driver may be required to work outside of the core working hours and overtime (additional invoicing), including short notice requests, and over-night stays.

The Service Provider can only replace the back-up VIP driver with another driver upon prior written consent from the ESM. This provision does not apply to situations where the back-up VIP driver is replaced by an additional driver to ensure continuity of the Driver services in accordance with the provisions of the Framework Agreement.

The Parties agree that the manned guards (Security Officers) in the second shift (and/or in the first shift if so agreed between the Parties), will, when required by the ESM, perform chauffeur services as the back-up VIP driver. The Service Provider will ensure that these manned guards will be appropriately trained at the Service Provider's expense.

#### **iii. Ad-hock Drivers**

Service Provider will provide ad-hock drivers to ESM, on a short notice. These services will be undertaken by the on-site manned guards, as part of their normal duties in the context of the provision of the Services. The Service Provider will ensure that at least one of the on-site manned guards in the shift meets the requirements of the Driver (see section 4.3.d.), is properly trained on the driving duties, and is readily available to perform ad-hock driving duties during the course of every work day. If the need for ad-hock driver arises, the manned guards will be reassigned on-site in such a way to minimise the risk to the overall security of the ESM.

#### **iv. Management of the drivers**

Without prejudice to any provisions of the Framework Agreement, with regards to the drivers, the Service Provider's obligations include, but are not limited to the following:

- Managing the drivers' working hours to ensure full compliance with the applicable laws and regulations, including but not limited to, any applicable collective labour agreements;
- Tracking the drivers' working hours in timesheets in a format approved by the ESM (the timesheets need to be approved and signed by the ESM by end of each month);
- Ensuring that the drivers comply with all applicable health and safety provisions, in particular that they are well rested and fit to drive when requested by the ESM while at the same time ensuring the availability and flexibility of the drivers' services;
- Ensuring the validity of the drivers' driving licences and administrative formalities related to their duties including driving outside of the Grand Duchy of Luxembourg;
- Ensuring that the drivers inform the ESM immediately if the vehicle they used to perform chauffeur services to the ESM was involved in an accident.

#### **v. Mission costs: travel expense request**

In the event the Service Provider's drivers are required by the ESM to go on missions, the ESM will reimburse the Service Provider's accommodation, meals, and parking in accordance with Article 5 of the Agreement. In order to ensure the Service Provider's drivers have sufficient funds to cover such reimbursable costs incurred in connection with missions requested by the ESM, travel expense requests will be made prior to each driver's mission as described below:

- *Standard travel expense request* – in case missions are booked at least 3 business days in advance, the driver has to announce to the Service Provider the estimated required budget to the Service Provider's finance department. This will allow the Service Provider to provide cash upfront to make all payments. The cash can be collected on the day of the mission, or before. After return from mission(s), the driver will provide to the Service Provider all receipts and the Service Provider will then invoice the ESM by providing a copy of the receipts for that month.
- *Emergency travel expense request* – in case missions are booked with short notice, e.g., less than 3 business days in advance, the Service Provider will make available to the driver an "emergency cash". Such "emergency cash" has to be available to the driver at all times in case of a need. Once the driver consumes the cash, he / she will provide all receipts to the Service Provider who will then recover the spent cash and will invoice the ESM by providing a copy of the receipts for that month.

## **2.2 On-demand services**

On-demand services can be requested at any time in addition to the ongoing services defined in point 2.1 of the Terms of reference. They are intended for unforeseen events outside the regular security and other activities.

The Service Provider will be able to react often on very short notice, less than 24 hours', and provide the required on-demand service both during ESM office hours and outside of office hours.

On-demand services consist of providing the following non-exhaustive services:

- Additional on-site security coordinator;
- Additional manned guard(s);
- Bodyguard(s);
- Additional driver(s);
- Armed guards: certain situations may require the presence of armed guards, i.e. with hand guns;
- Additional residential alarms;
- Purchase of security equipment, systems, etc. required for the provision of the Services, for which the fees have been agreed for in the Framework Agreement.

Regarding additional driver(s), the Service Provider will make available to the ESM a pool of at least three (3) drivers. Such additional drivers may be required by the ESM from time to time for performing chauffeur services in the following cases:

- In addition to the VIP driver or the back-up VIP driver; or
- In replacement of a VIP driver or a back-up VIP driver if the VIP driver or the back-up VIP driver are, for any reason, absent, not available or not able for a short period of time to perform chauffeur services to the ESM Managing Director and other high-profile passengers for the duration of said absence, unavailability or inability;
- For ad-hoc requests, typically performed by Ad-hoc drivers, in case of their unavailability or for longer rides which, in the sole discretion of the ESM, increase the risk to ESM security if performed by Ad-hoc drivers.

For the Services of the additional driver(s), the Service Provider will ensure all necessary coordination is done and high quality of services is provided. The Service Provider will provide all the documentation as required by the ESM to include but not limited to order confirmation, mission sheet, and vehicle checklist.

Should additional driver go on a mission, the Service Provider will be entitled to mission costs reimbursement under the same terms that apply with regard to the VIP driver, the Back-up VIP driver and ad-hoc drivers.

### 2.3 Optional services

The Service Provider may be required to perform certain optional tasks as listed below. The decision to request these optional services will be taken by the ESM during the performance of the Framework Agreement.

#### **a. Mail scanning and tracking services outside of the ESM premises**

Currently, the ESM is scanning and tracking incoming and outgoing mail at its premises.

For security reasons and due to the need of optimising available office space and the representativeness of the reception area, taking into account cost efficiency and logistical arrangements, the ESM may consider performing these services outside of the ESM premises. If the ESM so decides, the Services would need to be performed by the Service Provider in another location. The ESM will agree with the Service Provider a specific procedure and terms related to the provision of the Services.

The Service Provider will ensure an availability of a warehouse for storage ideally in close proximity of the KUBIK Building where all ESM mail and parcels can be stored prior to dispatch/delivery. The Service Provider will log all incoming mail/packages. Every mail/package will be indicated with a unique number.

All incoming mail and parcels will be scanned for explosives, bio-chemical hazards, etc. The Service Provider will issue daily a certificate/proof of the performed security checks for all incoming mail/packages. This certificate/proof of the performed security checks will be provided to the ESM with the physical delivery of the parcels/mail and will at least include the following: the name of the employee who performed the security check, the name of the employee who handled the transportation, the date of delivery a short description of the assessment e.g. no suspicious packages/mail detected/'x' amount of suspicious packages detected etc. Upon receipt of the daily packages/mail, the on-site security coordinator will sign the certificate to acknowledge the receipt and store the signed certificate.

In case the Service Provider identified suspicious packages, Luxembourg police needs to be contacted, with prior consultations with and approval of the ESM, unless circumstances require an immediate reaction and contacting Luxembourg police. This and any developments will then be recorded in the daily certificate. The Service Provider and the ESM will elaborate a detailed procedure for the follow-up actions and reporting of suspicious packages.

The Service Provider will at minimum ensure the following:

- Acceptance of shipments (mail, parcels) outside of the ESM premises;
- Screening services for all shipments (x-ray, bomb sniffer, etc.);
- Intermediate storage of the shipments;
- Handling and loading of the shipments;
- Delivery of the screened shipments to the ESM premises;
- Pick-up of shipments from the ESM premises;
- Handling of urgent deliveries;
- Check status of deliveries;
- Other related services to those described above, as required.

**b. Manned guard services outside of ESM premises**

On occasions, the ESM may require manned guards outside of the ESM premises, for example when attending or organizing events elsewhere. In such cases, Service Provider will make available as many manned guards as required by ESM. The manned guards must meet all the general and specific requirements for this position as defined in this Framework Agreement.

**c. Trainings for VIP driver / back-up VIP driver**

If the ESM determines a need for additional skills for VIP driver and/or back-up VIP driver (for example, personal protection & close protection skills, etc.), the member of the FM team of the ESM will contact the Service Provider's Account Manager outlining the ESM needs with regard to such a training, which may include specific topics to be covered thereunder and other relevant matters.

Unless agreed otherwise in the Release Order for the respective training for VIP driver / back-up VIP driver, the time spent by the VIP driver / back-up VIP driver at their training classes will be charged in accordance with Regular hourly rate set forth in Article 5 of the Framework Agreement applicable for VIP driver services.

As training for VIP driver / back-up VIP driver funded by the ESM effectively improves qualifications of VIP driver or, where relevant, back-up VIP driver, the Parties further agree that no management fees or any other surcharges will apply for the Service Provider to arrange the requested training.

**d. Residential CCTV systems**

On some occasions, the ESM may require from CCTV system to be installed in some residences of ESM staff members. In such case, upon ESM's request, the Service Provider will do an initial assessment of the requirements for a particular residence and provide an offer for purchase and installation of the CCTV system, to include warranty of minimum one year, and maintenance and repair for the duration of the Framework Agreement. The system offer will include an option for 24/7/365 connection to the monitoring centre and be included in the existing subscription to alarm intervention service.

**e. Purchase of security equipment, systems, etc.**

The ESM may request the Service Provider to supply security equipment, systems, etc. in connection with any Services, or part thereof, for which fees have not been agreed for in the Framework Agreement.

2.4 Out-of-scope services

While the Service Provider is responsible for daily proper handling of the Security equipment, and prompt, immediate reporting of malfunctioning or other issues, the maintenance of all technical equipment owned by the ESM (i.e. security and fire alarms etc.) is excluded from the scope of the Services. A full list of the Security Equipment owned by the ESM can be consulted in Annex 8 "Inventory of ESM Security Equipment".

### 3. Start-Up Phase

Upon signature of the Framework Agreement, the Service Provider will manage the transition of the Services from the incumbent provider to the Service Provider in order for the Service Provider to commence the provision of the Services (the "**Start-Up Phase**"). The Start-Up Phase must be completed within maximum 4 weeks as of the effective date of the Framework Agreement. During the Start-Up Phase, the incumbent provider will continue to be responsible for delivering the Services.

As part of the Start-up Phase, the Service Provider will be required to perform the following non-exhaustive list of tasks (the "**Start-up Services**"):

- Allocate a Project Manager for all related activities in the context of these terms of reference;
- Verify and approve provided quantities (together with the ESM) for security related inventory, e.g. security equipment;
- Set up an independent quality management system, including checklists for quality measurement within the Start-Up Phase. The quality management system must be fully implemented in accordance with the requirements or criteria described by the ESM;
- Allocate appropriate and sufficient personnel, equipment, activities, and an action plan (incl. the reporting, meeting setup, KPI evaluation, annual forecast, guided tour) for the proper provision of Services; the Key Personnel must be approved by the ESM during the start-up phase;
- Collaborate with and support the designated ESM responsible person (i.e. to organise, prepare and moderate security related meetings, deliver requested input, etc.);
- Set up all organisational and workflow related procedures for the smooth transition of the Services (training of personnel, etc.);
- Raise any concerns and/or recommendations for improvements.

The Key Personnel must be approved by the ESM during the start-up phase. Before the Service Provider's personnel may operate alone on the ESM premises, the ESM requires that at least one-week on-the-job training must be ensured by the Service Provider.

As soon as the relevant tasks described above have been completed, the Service Provider will inform the ESM to start the approval of the Start-Up Phase (the "**Handover**"). The ESM together with the Service Provider will check the fulfilment of the tasks and approve the Start-up Phase, or request the correct fulfilment of the incomplete tasks by the Service Provider. When the Handover has been accepted by the ESM in writing (including via email), the Service Provider will be responsible for providing the Services as of the date specified in the Handover approval.

The Service Provider will be responsible for the handover of the Services to the subsequent security services provider (if different) in the last month of the Framework Agreement's term.

### **Transfer of Undertakings**

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. For more information please refer to Section 4.9 of the RFP document.

At present, there are 17 full-time equivalent employees of the incumbent provider involved in the provision of the Services and they perform the following roles: Dispatching, Reception, Coordination, Driver, Patrols.

## **4. Company and Personnel Requirements**

### **4.1 Company requirements**

Throughout the entire Framework Agreement, the Service Provider must hold relevant security industry accreditations and proper authorisations from public authorities relating to the performance of the Services.

In addition, the Service Provider has to hold and maintain ISO 9001 certification or equivalent during the Contract term.

The ESM seeks to enhance its environmental social and governance (ESG) practices on an ongoing basis. In this context the ESM implements measures to enhance its environmental social and governance profile and to align with best practices. Therefore, when providing the Services, the Service Provider undertakes to apply measures, including but not limited to those listed below, in relation to its ESG practices. The ESM may also require the Service Provider to support the implementation of specific measures by the ESM seeking to enhance the institutional practices, when needed. At the ESM request, the Service Provider will provide information, reports and written confirmations regarding the Service Provider's compliance with these obligations.

#### **Environmental protection:**

- Promote regional suppliers and subcontractors to limit transport distances and reduce greenhouse gas emissions;
- Minimise use of energy, materials and resource consumption and reduce production of waste on ongoing basis;
- Deploy environmentally friendly products;
- Use of equipment with low energy consumption;
- Develop electrical, hybrid and other eco-friendly car fleet and promoting carpooling among employees;

- Strive to work paperless, to print 2-sided documents and in black & white by default;
- Use printed papers for drafts or note logs;
- Collect and sort out used cartridges, IT and electronic materials, used uniforms, PVC packaging and many other materials for recycling;
- Switch off lights, computers and other machines when not used or leaving;
- No use of one-stand plastic items for daily use like glasses, cups, plates, swizzle sticks.

**Inclusion and social policies:**

- Ensure equal opportunities for all employees;
- Apply the local regulations concerning the employment of vulnerable groups of persons;
- Promote the ongoing improvement of employment conditions;
- Create opportunities for first-time job seekers in Luxembourg and in the surrounding region;
- Comply with the collective labour agreement;
- Implement a targeted employee retention policy based, etc., on early payment of salaries, internal promotion opportunities, better workplace policies, regular feedback from team members.

**Safety and health measures:**

- Apply the local regulations concerning the safety and health measures at the workplace;
- Have trained personnel in charge of safety and health measures;
- Implement 'zero work accident' policies;
- Undertake safety audits at workplaces on a regular basis;
- Establish and comply with safety procedures and manuals;
- Provide each employee with regular and up-to-date safety & health trainings and instructions.

Should the ESM decide to implement EMAS (Eco Management Audit Scheme) approach or pursue EMAS certifications (or equivalent) during the term of the Framework Agreement, the Service Provider will contribute to the establishment of measures/goals and will ensure compliance with proposed measures.

#### 4.2 General personnel minimum requirements

Without prejudice to any provision of the Framework Agreement, the Service Provider remains at all times responsible and liable for the Service Provider's personnel.

The Service Provider will provide a selected team composed of Key Personnel and all staff considered necessary for the provision of the Services to the ESM. The '**Key Personnel**' are the on-site security coordinator and his/her first and second back-ups, and the VIP driver and his/her back-up. 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 fully skilled, qualified, and trained for the tasks they are to perform. The Key Personnel shall be individuals with high motivation and excellent communication skills.

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

- Be fully capable of performing the duties described in these terms of reference;
- Be presentable, always wearing clean and pressed uniforms;
- Be helpful and courteous and able to work under pressure;
- Have good communication skills;
- Possess a good command of English (spoken and written corresponding to Level B2 of Common European Framework of Reference for Languages). Knowledge of French or German will be beneficial but is not mandatory;
- In the event of changes, all new personnel must be trained in accordance with current



standards and statutory regulations at the Service Provider's expense.

- The ESM, as a high-profile organization receives numerous VIP, ministry-level and other prominent visitors. Both the manned guards performing receptionist services will be expected to provide consistently exceptional 'meet and greet' services

Every Service Provider's staff member, including new staff members, if any, referred to further in this Section 4.2, must have clean police track record, receive periodical first-aid trainings and data protection trainings. 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 as well as copies of IDs.

The Service Provider has to provide uniforms to the personnel performing the Services, which may depict the Service Provider's company name. The ESM reserves the right to choose colours and materials for the uniforms to align the uniforms to its corporate visual identity.

The Service Provider will ensure that its personnel complies with the ESM security, health and safety and personal data protection policies, and guidelines.

The Service Provider must make every effort to have a gender-neutral approach in determining various personnel assignments. Such approach should be applied horizontally, within a particular role (for example, the event manager and the back-up to be of a different gender etc.). This approach should be applied to the extent possible.

#### **Staff replacement**

The Service Provider will ensure that the Key Personnel will be substituted only in exceptional cases and based on ESM's prior agreement.

In case of the Key Personnel's replacements, 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.

The Service Provider will immediately advise the ESM should it propose to replace any Key Personnel. The ESM will have the right to assess and interview the candidate(s) for the Key Personnel.

The Service Provider will also ensure that the holidays taken by the Key Personnel do not coincide at any time.

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 replacements will be in all respects at the expense of the Service Provider and the substitutes will be no less experienced or qualified than the personnel being replaced.

If, in the opinion of the ESM, any of member the Service Provider's staff is incapable of carrying out his/her duties; is unsuitable to provide the Services for whatever reason (including, but not limited to justified complaints from ESM members of staff and/or visitors); or has materially failed to carry out its duties, the ESM may, at its sole discretion, require that the Service Provider replaces such a staff member.

Upon receipt of such request, and in agreement with the ESM responsible person, the Service Provider will substitute the staff member with a satisfactory replacement to perform the relevant tasks within a reasonable time but taking no longer than 1 (one) month. The costs of such replacement will be at the Service Provider expense and the substitute will be no less experienced or qualified than the staff member being replaced.

Upon award of the Framework Agreement, the Service Provider will deliver to the ESM responsible person a list of all names of the Service Provider personnel, including the replacement personnel.

The Service Provider is responsible to ensure continuity of Services by providing temporary replacement for personnel, during their leave or inability to perform, as needed.

#### 4.3 Specific personnel minimum requirements

In addition to the general personnel minimum requirements for the Service Providers personnel working on the ESM premises, the Service Provider will comply with the following specific personnel minimum requirements as outlined below.

The Service Provider will provide to the ESM an organizational chart e.g. staffing structure for the team allocated to work at the ESM premises.

##### **a. Account Manager**

The Account Manager will speak English fluently and will have a good command of written English. 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 execution of the Framework Agreement and Release Orders, including the start of the Services and implementation/ Start-Up Phase of the Framework Agreement (including any subcontractor services);
- Monitor the provision of the Services and ensure compliance with the Service Level Specifications (SLS);
- Provide and analyse management information;
- Act as a key management contact for the ESM;
- Prepare monthly, quarterly (if requested), annual reports and 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 contractual related matters: e.g., negotiate and prepare input for Release Orders/amendments;
- Work on continuous improvement initiatives;
- Acts as the primary point of contact on behalf of subcontractors, if any;
- Create, amend, review and agree contract financial proposals, where required;
- Attend monthly, quarterly (if requested), annual meetings and ad-hoc meetings, if necessary and/or requested by the ESM.

##### **b. On-site security coordinator**

The on-site security coordinator will meet the following requirements:

- Have minimum 5 years of experience in security and reception duties, and at least 3 years of experience as coordinator of a team;
- Be first-aid trained, with a valid certificate;
- Be medically fit to perform the required duties in these terms of reference;
- Be trained fire marshal, including the knowledge and ability of using fire-extinguishers;
- Be appropriately trained for x-ray, metal-detector, and scanner activities, including use of bio-

- chemicals;
- Possess a clean criminal record.

**c. Manned guards**

Manned guards will meet the following requirements:

- Have minimum 5 years of experience in security and reception duties (for the experienced manned guards), and minimum 2-3 years of experience (for the junior manned guards) in security and reception duties;
- Be first-aid trained, with a valid certificate;
- Be medically fit to perform the required duties in these terms of reference;
- Be trained fire marshal, including the knowledge and ability of using fire-extinguishers;
- Be appropriately trained for x-ray, metal-detector, and scanner activities, including use of bio-chemicals;
- Have experience in handling administrative tasks related to the FM Service desk support services;
- Possess a clean criminal record.

**d. Driver (VIP Driver, Back-up VIP Driver, Ad-hock and Additional drivers)**

VIP driver will meet the following requirements:

- Possess a valid driver license, with clean driving record;
- Has the basic knowledge of car mechanics and skills to address basic tasks (inflation and/or replacement of the tire, etc.);
- For VIP driver and Back-up VIP driver: Have minimum 5 years of experience in driving of high-level customers, and working for high-level institutions;
- For Ad-hock and Additional drivers: Have minimum of 5 years of driving experience, out of which minimum 1 year of experience in driving of high-level customers;
- Be presentable at all times (clean, ironed clothing, impeccable personal hygiene, etc.), while performing Services;
- Be first-aid trained, with a valid certificate;
- Be medically fit to perform the required duties in these terms of reference;
- Be trained fire marshal, including the knowledge and ability of using fire-extinguishers;
- Possess a clean criminal record.

**e. Bodyguards**

Bodyguards will meet the following requirements:

- Have minimum 5 years of experience in body guarding, including armed guarding and guarding of high level/executives;
- Be first-aid trained, with a valid certificate;
- Possess a valid firearms' license;
- Be medically fit to perform the required duties in these specifications;
- Possess a clean criminal record.

## **5. Technical Requirements**

### **5.1 Technical equipment and tools**

All required communications devices, i.e., 'walkie-talkie' radios must be provided by the Service Provider to all staff on the site, all additional staff, as required, and two representatives of the ESM.

Walkie-talkies must have two separately controlled frequencies, for internal communication (within Service Provider's personnel), and with the ESM in case of emergencies and events. Flash lights and all other required equipment must be provided to each manned guard by the Service Provider, too. The ESM will provide a printer for printing visitor badges at the reception, including the supply or cartridges.

The Service Provider is responsible to maintain, repair and replace their own equipment, if required, to insure smooth provision of the Services, on the highest level. The Service Provider will be required to provide state-of-the-art, legally compliant and energy efficient machinery & equipment for the performance of the Services, which comply with the applicable standards and regulations.

## 5.2 Record-keeping and logbook

All on-site personnel and other personnel of the Service Provider, i.e., from call-out services, will be required to keep up-to-date digital records of incidents (e.g., notes and photos) as well as record of the following:

- Call statistics;
- Visitors' data, including:
  - Arrival and departure times,
  - Type of issued badges,
  - Confirmation of having agreed to observe security rules,
  - Confirmation of having signed an NDA, if required by ESM;
- Confirmation of onsite presence, including:
  - Entry and exit times from the Building,
  - Deliveries from suppliers – delivery time, date, what was delivered);
- Delivery receipts;
- Incoming packages; mail registration;
- Lost and found items;
- Office supplies;
- Nursing room usage;
- Consultant security scans;
- Car park usage; and
- Other records, as required by the ESM.

The Service Provider will log different incidents, reports, records and other security and building related topics in a logbook and in the location designated by the ESM (could be SharePoint and/or implemented ticketing tool). The Service Provider will also be required to send e-mails to specific people, as part of the recording and archiving procedure. In addition, the Service Provider will be required to create tickets in the ESM ticketing tool. Apart for the handover from the incumbent service provider and training provided during the Start-up phase, any additional training regarding ESM-provided tools may be provided by the ESM.

The Service Provider will be required to provide a digital tool (software system) for recording any security related data, such as incidents, records, alarm-related information and response, various instructions, etc. The use of this digital tool will be for internal use of the Service Provider and will ensure efficiency and effectiveness of its operations. This digital tool will be at no additional cost to the ESM. The Service Provider must ensure proper training of its personnel on the use of the tool and assure its use.

All information must be stored in a confidential manner and in line with the ESM internal procedures that will be communicated to the selected Service Provider.

In addition, not as a mandatory requirement, but if it helps Service Provider's efficiency, and at no additional cost to ESM, the Service Provider may propose a solution, e.g., an iPhone application which allows the Service Provider to manage more effectively their teams and the daily work at the ESM, e.g., provide daily schedules, etc. The application should also have the possibility to provide reports and statistics, which would help to meet the reporting requirements and be approved by ESM.

### 5.3 Ticketing Tool

The ESM has an internal ticketing system (the "**Ticketing Tool**"). The Service Provider will get access to this system, in order to be able to receive tickets, provide updates to the ESM, as well as raise tickets for the Services related to operational issues, services requests and complaints, all as per the requirements under the Framework Agreement, including but not limited to these Terms of Reference.

The Service Provider staff will use the Ticketing System for requests/incidents/complaints related to security services, supporting the FM service desk, driver services, etc.

Access to the Ticketing System will be provided by the ESM. The Service Provider will not be compensated for any time required for training and induction courses for this system.

The main tasks for the Service Provider in the Ticketing Tool, as mostly described in the "*FM Service desk support services*" (see Section 2.1.d. above) include the following non-exhaustive list of tasks:

- Review tickets:
  - On a daily basis review incoming tickets;
- Accept tickets:
  - Accept assigned tickets;
  - The Service Provider will accept and respond to each ticket raised 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 6pm; and
    - the next Business Day if a ticket is raised after 6pm 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 ticket. 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.

During regular meetings (as defined in section 8 below), 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.

## 6. Key Performance Indicators and Bonus Malus Rule

The Service Provider must adhere to the Key Performance Indicators as provided in Annex 6 “KPI Overview” to the RfP document. The KPIs will be used to monitor performance against the Framework Agreement, and include but are not limited to the following:

- Improvement implementation;
- Service desk support;
- Response & resolution to tickets;
- Contract management;
- Compliance with security procedures;
- Driver services.

KPIs may be subject to change, upon mutual agreement, and particularly if part of the Services is removed or added. Any amendment to the KPIs and/or associated Performance Thresholds must be in writing and agreed by the authorized 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 will result in a service credit becoming payable to the ESM by the Service Provider, by way of a reduction in the fees or otherwise.

The KPI's will be evaluated on a monthly basis for the applicable Measurement Period by completing the excel tool provided in Annex 6 of the RfP document: “KPI Overview”. The monthly evaluations will result in a percentage score for each evaluated KPI which will correspond to a Performance Threshold. The percentage achievable by the Service Provider for the Performance Threshold is weighted as indicated in Annex 6 of the Request for Proposal: “KPI 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 total monthly fee 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**”). The Service Provider will provide the total monthly fee payable by the ESM to the Service Provider for all Services excluding the ad-hoc purchases for the purposes of the evaluation.

In order for a Bonus Amount to apply in any given month, the Service Provider:

- There must be no KPI with a score that meets the Malus Performance Threshold; and
- Must achieve a score that meets the Bonus Performance Threshold for at least one KPI.

For the avoidance of doubt, this means that a Bonus Amount will not apply in any month where the Service Provider meets the Malus Performance Threshold for one (1) or more KPIs.

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

- 1) Add together all of the monthly 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.
- 2) Add together all of the monthly 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 must submit all documents required to perform the monthly evaluation of the KPIs at least five (5) Business Days in advance of the monthly evaluation meeting. The Service Provider will report all breaches of the KPIs to the ESM. The ESM will review all documentation submitted by the Service Provider and will share with the Service Provider its remarks, if any, prior to or during the monthly evaluation meeting. The ESM will evaluate the Service Provider’s performance against the KPIs. The result of the Bonus-Malus evaluation of the KPIs will be discussed by the Service Provider and the ESM at the monthly meeting.

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 Framework Agreement start date to December (the “**Evaluation Period**”). During the last calendar year of the Framework Agreement, the final annual evaluation will take place in the final month of the Framework Agreement and take into account all calendar months in that period excluding the final month of the Framework Agreement (i.e., 01 January – 1 month prior to the Framework Agreement 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 document: KPI Overview.

## 7. Reporting and Document Filing

Regular reporting will be mandatory across all Services. Reports may be required for legal or regulatory compliance matters, quality, contract performance, or operational monitoring, as well budget and cost information.

The Service Provider will submit monthly, quarterly (if requested by ESM), and annual reports in English. All reports must be submitted prior to the scheduled meetings or deadlines, as follows:

- Ad-hock reports: at least five (5) Business Days before the scheduled meeting date/ deadline;
- Monthly reports: two (2) weeks prior to a scheduled meeting date/ deadline, but no later than 15th of the following month;
- Quarterly reports: two (2) weeks prior to a scheduled meeting date/ deadline;
- Annual reports: one (1) month prior to the scheduled meeting date.

Ad-hoc reports must be created, if required. The Service Provider will be granted access to a dedicated workspace on the FM Team SharePoint Portal 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 approved, as PDF. The Service Provider will not be compensated for any time required for training and induction courses for this system.

Reports must at least include the following (also defined in the templates to be provided: see following paragraphs):

- Monthly work plan;
- Routine operation activities, include performance and incident information;
- Financial and budget management information;
- Service Provider's personnel information, i.e. absences, personnel turnover;
- Complaints report (compliant with complaints procedure agreed in the Start-up Phase);
- Health and safety issues and details of any accidents to Service Provider's staff or ESM's staff resulting out of Service Provider's activities;
- Invoice processing;
- Observations, questions, suggestions for improvement;
- Any other reasonable and relevant information requested, e.g., visitor statistics, documentation of persons violating security guidelines, confirmation of onsite presence for third party providers' technicians (entry and exit times from the Building), etc.;
- Environmental, social and governance measures/initiatives;
- Detail on monthly quality evaluation by the ESM;
- Upcoming activities for the next reporting period;
- Any other information requested.

Templates for monthly, quarterly (if requested by ESM) and annual reporting obligations will be disclosed to the selected Candidate. These templates are 'living documents' and the ESM reserves the rights to modify the report templates, and the contents required for each report, based on internal requirements.

The report templates (monthly, quarterly (if requested by ESM) and annual reports) 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. The corresponding data is to be deposited monthly by the Service Provider and the updated graph is to be inserted. In addition, short descriptions and comments must be added to the diagrams.

## **8. Meetings**

The Service Provider and the ESM responsible person will regularly meet on a monthly, quarterly (if requested by ESM) and annual basis. The meetings will be scheduled by the Service Provider at the beginning of each calendar year. The Service Provider will also prepare an agenda for the meetings and send it to the ESM at least one (1) week in advance of the meeting to allow meeting participants a reasonable opportunity to prepare for the meeting and for the ESM to add any items to the agenda as necessary.

The Service Provider will take minutes of all such meetings and upon confirmation by the ESM, will



provide a copy to the ESM within one (1) week from the date of the meeting. All final meeting minutes will be stored in the designated folder on SharePoint. Meetings can be organised on-line or in person. For the annual meetings, unless agreed otherwise, meetings will take place at the ESM premises. The Service Provider and the ESM representative should make every effort to have at least 4 meetings per year in person, at the ESM premises.

The agenda of the meetings will be based on the report requirements and any other matters deemed important by the ESM and the Service Provider. During these meetings the KPI report will be discussed and approved by both parties. In addition to the planned meetings, ad-hoc meetings may be required by the ESM and/or the Service Provider.

More detailed information on reports, meetings, content, interval and participants will be disclosed to the successful Candidate.

## **9. Business Continuity**

The Service Provider will provide and maintain throughout the entire term of the Framework Agreement, 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 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.

## **10. Ordering Mechanism for On-demand services and Optional services**

On-demand services and Optional services will be ordered based on the Release Orders in accordance with a procedure set forth in Article 7 of the Framework Agreement. The following part of this Section 10 provides more detail on On-demand services and Optional services specific level.

### **10.1 On-demand services**

On-demand services, listed in Section 2.1. and described in Section 2.2, are those services which the Service Provider will provide to the ESM upon ESM's request and for which fees are agreed in the Framework Agreement.

Unless otherwise agreed in a specific Release Order, the below arrangements will apply to On-demand services:

- the ESM will indicate to the Service Provider the total estimated cost of the required on-demand Services. If the ESM cannot estimate the total cost, the Service Provider will send a cost estimate by email to the ESM requesting person.
- as On-demand services will be ordered on the basis of estimations (done by the ESM or the Service Provider) reflected in the Capped Amount set forth in the respective Release Order, they will be provided on a time and material basis and will be invoiced by the Service Provider in accordance with actual time spent or material used and applicable unit rate(s) set forth in the Framework Agreement. As a good business practice, the Service Provider must inform the

ESM if they anticipate the Capped Amount set forth in the respective Release Order is likely to be exceeded before such Release Order's end date.

## 10.2 Optional services

On-demand services, listed in Section 2.1. and described in Section 2.3, are those services which the Service Provider will provide to the ESM upon ESM's request and for which fees are not agreed in the Framework Agreement.

Unless otherwise agreed between the Parties with regard to specific Optional service(s) requested by the ESM, the following procedure will apply prior to the issuance of the Release Order for Optional service(s):

- If the ESM determines the need for any of the Optional service(s), the FM team member will send an email to the Service Provider outlining the ESM requirements regarding the requested Optional services, which may include, for illustrative purposes only, and subject to the sole discretion of the ESM based on specifics of a given case:
  - The detailed scope of the requested service(s);
  - Time and place of performance of the requested service(s) or, where relevant, the delivery deadline;
  - Available budget;
  - Other relevant matters.
- Within the deadline indicated in the request email from the FM team member or as otherwise agreed between the Parties, the Service Provider will provide the ESM with a proposal to address the ESM request, which shall include all elements as requested by the ESM and any other elements which are required to make a comprehensive and detailed proposal, including all applicable fees / price. If the deadline for receiving the offer is not specified, the five working days, from obtaining all necessary information, will be applicable.
- The ESM will review the proposal and provide any comments or suggestions to the Service Provider. The Service Provider will promptly revise the proposal in accordance with ESM's comments and suggestions and, in cooperation with the ESM, provide the ESM with the updated proposal for ESM's subsequent review and approval on an operational level, or, if required, further comments and suggestions in which case the process described in this paragraph will be repeated.
- Based on the operationally accepted proposal by the ESM, and in line with provisions of Article 7 of the Framework Agreement, the ESM will issue the Release Order for the Optional service(s) in question.
  - For the avoidance of any doubt, the ESM request for Optional service(s) and its approval on an operational level is non-binding and neither confers on the Service Provider any right to provide requested Optional service(s) to the ESM nor entitles the Service Provider to any payment in consideration thereof. At any time prior to the issuance of the Release Order, the ESM may cancel the request, with or without cause, and the Service Provider will not be entitled to claim any compensation for the proposal's preparation or any other activities of the Service Provider in connection with it.
  - With regard to trainings for VIP driver / back-up VIP driver and unless otherwise

agreed in the relevant Release Order, the Service Provider will cover the costs of the training for VIP driver / back-up VIP driver requested by the ESM and, upon the successful completion of the training by the designated VIP driver / back-up VIP driver as documented by the Service Provider (by presenting the copy of the training's certificate of completion issued by the training provider or a similar document), the ESM will reimburse the Service Provider. Invoice for these services will contain training costs based on the documents confirming training's costs incurred by the Service Provider which may be the training order / agreement or an invoice received by the Service Provider from the training services provider covering training services in question, and any other costs that may come out of such request (such as fees for replacement of the person being trained), and as previously specified in the Release Order. Service Provider will not charge for management fees or any other surcharges for arranging the requested training. For avoidance of any doubt, the maximum amount subject to the foregoing reimbursement will not exceed the amount set forth in the underlying proposal from the Service Provider as further reflected in the Release Order, unless unforeseen circumstances occur. In case of unforeseen circumstances, the Service Provider is required to inform ESM immediately after being aware of the existence of the new circumstances. The Service Provider will inform ESM of the impact of the new circumstances to the agreed cost or scope, as defined in the Release Order. Upon review of the impact, ESM will, in its sole discretion, decide if the Release Order will be amended to reflect the change, or the Release Order will be cancelled. In case the ESM decides to cancel the Release Order, and if Service Provider has incurred any otherwise inevitable costs until the new circumstances arose, the costs will be borne by ESM.

## **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**

- 1.3 Cover certification form
- 1.4 Consortium declaration
- 1.5 Subcontractor commitment letter

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

## Annex 3 Selection and Award criteria

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### 3. 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 EUR 1,600,000 in each of the last two completed financial years generated from the provision of services similar to the services set out in Annex 1 to this RfP.	A signed self-attestation from the Candidate. 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
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1)	The Candidate must prove experience in the field of security services necessary for performance of the Contract.	At least 5 years of relevant experience in the provision of services similar to the services set out in this RfP.	A signed self-attestation from the Candidate confirming the ability to fulfil the requirements set out under this item. No specific template is requested by the ESM.
2)	The Candidate must be able to provide a team of experts.	A team of experts compliant with the minimum requirements set in the terms of reference.	Detailed CVs of all the team members proposed. The ESM recommends submitting the CVs in the EU CV format.

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

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

Item Number	Selection Criteria	Evidence
1)	The Candidate must have general liability insurance valid in Luxembourg covering the risks linked to the operation of the Services.	Copy of the insurance certificate including term of validity and amount covered.
2)	Ability to perform the security and other related services under Luxembourg national law.	Relevant authorisation from the Luxembourg Ministry of Justice (referring to the law of 12 November 2002 / regulation of the Grand-Duchy of 22 August 2003 regarding guarding services as amended).
3)	The Candidate must hold an ISO 9001 certificate or equivalent.	Copy of the existing ISO 9001 or equivalent certificate, including expiry dates.

## 4. 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>60%</b>
<b>Criteria 1: Project Management Aspects</b>	<b>18%</b>
<ol style="list-style-type: none"> <li>1) Provide a clear explanation about the team proposed (who does what and back-up plan in case of absences; how the team will be coordinated to ensure delivery of the required services).</li> <li>2) 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.</li> <li>3) Provide an indicative start-up plan defining all the actions required for the successful take-over of the services in line with the requirements set in the Terms of Reference.</li> <li>4) Describe potential risks and the way you intend to manage these risks during the start-up phase and during the implementation of the Contract taking into account the requirements set in the Terms of Reference.</li> <li>5) Describe the management of sub-contractors, if relevant, and how the quality of their service delivery will be ensured.</li> </ol>	
<b>Criteria 2: Methodology proposed to ensure high quality of the service</b>	<b>35%</b>
<ol style="list-style-type: none"> <li>1) Describe the methodology proposed for managing on-going services as defined in the Terms of Reference. <u>Please detail your response per each type of service required.</u> Describe your approach of how to ensure a business continuity in case of unexpected events.</li> <li>2) Describe the methodology proposed for managing on-demand services as defined in the Terms of Reference. <u>Please detail your response per each type of service required.</u></li> <li>3) Describe how you handle a situation of a crisis, e.g. terrorist attack, breach to the premises. What are measures put in place to ensure delivery of the services in such a crisis situation? Example(s) can be provided to illustrate the response.</li> <li>4) Describe the quality measures proposed to ensure the high level of the security and other related services delivery. In particular, the proposal should consider the following aspects: <ul style="list-style-type: none"> <li>- Reporting</li> <li>- Performance monitoring, incl. KPIs and SLA compliance as per the ESM requirements</li> <li>- Internal quality management system and KPIs applied at the Candidate's company</li> <li>- Regular trainings and their type for the various personnel categories</li> </ul> </li> </ol>	

<p>5) Describe any tools and equipment to be used and maintained, and how faulty items will be replaced in line with the requirements set in of the Terms of Reference.</p> <p>6) Explain any innovation practices, digitalisation of processes that you can offer in the delivery of the required services.</p> <p>7) Describe the process for monitoring the efficiency of services and processes and how improvements will be proposed during the contract implementation.</p>	
<b>Criteria 3: Environmental, social and governance aspects</b>	<b>7%</b>
<p>1) Explain the policies or practices your company is undertaking regarding environmental, social and governance aspects. Such aspects may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>- obtaining best practice certifications;</li> <li>- voluntary disclosures and reporting;</li> <li>- applying more economically and/or environmentally efficient security services solutions;</li> <li>- using electronic means of communication, and reducing paper and energy consumption;</li> <li>- ensuring the required number of working hours and lunch breaks in accordance with the applicable national regulations;</li> <li>- ensuring safety and health of your staff;</li> <li>- any other activity aimed at ensuring the welfare, loyalty and motivation of your staff as well as low staff turnover.</li> </ul>	
<b>Price</b>	<b>40%</b>
<b>Total</b>	<b>100%</b>

- **Commercial Award Criteria**

For all Services described in the Terms of Reference, the Candidate will submit a Commercial Response as per the template provided in Annex 4 of the Request for Proposal.

Candidates are requested to complete the table in Annex 4 in keeping with the matters listed in the template.

Fees must be expressed exclusive of taxes in Euros.

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

**The Candidate will foresee any and all possible legal indexation cost increases that may apply for the whole duration of the Contract (4 years) and ensure the rates/fees proposed include a margin to cover such potential increases.** The Candidate will not have any right to increase the costs payable by the ESM due to an increase in indexation during the term of the Contract. For the avoidance of doubt, the Candidate will remain liable for any and all potential cost increases related to an increase in indexation for the duration of the Contract, and these costs will be included in the financial offer from the outset.



**Annex 4 Commercial Response Annex**

See attached.

**Annex 5 Draft Agreement**

See attached.

**Annex 6 KPI Overview**

See attached.

**Annex 7 Floor plans**

See attached.

**Annex 8 Security Equipment Inventory**

See attached.