

European Stability Mechanism



Pre-Qualification Document

PQ Ref. No.: FM/13/SS/Ryh/19

Provision of security and other related services

09/01/2020

1 Introduction

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:

<https://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) No 966/2012 of the European Parliament and of the Council (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 visit the ESM website for further information.

This Pre-Qualification Document (“PQD”) sets out the eligibility and selection criteria, as part of a pre-qualification stage (“Stage 1”) of the two-stage procurement procedures of the ESM (i.e. Restricted Procedures and Negotiated Procedures), in order to assess the suitability of a Candidate to participate further in this procurement procedure. Candidates that are successful at Stage 1 (pre-qualified Candidates) and, if applicable, chosen by the ESM among the eligible and suitable Candidates, will be invited to participate in the subsequent Request for Proposal stage of the procurement procedure (“Stage 2”).

For the purposes of this PQD, economic operators who wish to apply to this procurement procedure are referred to as “Candidate” or “Candidates” and their response is referred to as an “Application” or “Applications”.

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

2 Contents of this PQD

The PQD consists of the following documents:

No.	Document Title	Comment
1.	Prequalification Document – Core	This document
2.	Annex 1 – Summary Description of the Procurement Requirement	Included as an Annex to this PQD (Annex 1)
3.	Annex 2 – Eligibility & Selection Criteria including declarations, forms, questions and other response elements to be addressed	Included as an Annex to this PQD

3 Overview of the Procurement Requirement

The ESM intends to establish a framework agreement (the “**Framework Agreement**” or “**Contract**”) with a single provider for the provision of security and other related services for its office located in Luxembourg. The total duration of the Framework Agreement is four (4) years.

3.1 Type of Procurement Procedure

This procurement procedure is carried out by the ESM under a Negotiated Procedure in accordance with Article 9.1 (1) and (2) of the ESM Procurement Policy and is referred to in this PQD as a procurement procedure or a procurement process.

3.2 Procurement Process Steps and Timelines

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

No.	Procurement Process Steps	Timeline
1.	Contract notice and PQD publication date	09/01/2020
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	21/01/2020
3.	Response to the clarifications/questions on the contract notice and the PQD	Regularly
4.	Deadline for submission of Applications (the "Applications Deadline")	30/01/2020, 11:00 hrs (local Luxembourg time)
5.	Target date for dispatch of the ESM's decision on the pre-qualified Candidates	14/02/2020

3.3 The ESM "Sole Contact" Details

Procurement
European Stability Mechanism
6a, Circuit de la Foire Internationale
L-1347 Luxembourg
Email: procurement@esm.europa.eu
Attention: Ralitsa Yovcheva-Hahn

Unless notified otherwise, the person indicated above shall be the Candidates' single point of communication with the ESM for the duration of this procurement process.

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

3.4 Clarification Matters

The process for clarifications pertaining to the contract notice and this PQD shall be as follows:

- a) Queries can be raised to the Sole Contact as identified in this PQD.
- b) Queries can be raised on any matter in the contract notice or this PQD. 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.
- d) Subject to point e) below, responses to the queries will be uploaded on the ESM website 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 Application Structure and Response Instructions

When preparing Applications, Candidates should observe the following:

- All documents must be submitted in English.
- Note limitations on any page/word limits 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.
- Responses to the eligibility and/or selection criteria will be evaluated independently and cross-references between response elements are not permitted.
- The Candidate should clearly identify in the Application any requirements specified in this PQD that the Candidate cannot satisfy.

Application Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form	Candidates are requested to provide a cover certification form dated and duly signed by an authorised representative on the Candidate's company letterhead (no. 3.1 of Annex 2)	Fully scanned copy with signature in PDF
2.	Declarations	Candidates are requested to submit completed, dated and duly signed declarations (nos. 1.1 and 1.2 of Annex 2)	Fully scanned copy with signature in PDF
3.	General Response	Candidates are requested to respond to the questions posed in this PQD as instructed (see Annex 2 Section 2. Selection Criteria)	PDF
4.	Attachments	Candidates are requested to include any attachments requested	PDF

3.6 Coordinates and Guidelines for Submission of Applications

Applications must be submitted no later than the Applications Deadline specified at point point 3.2(4) of the Procurement Process Steps and Timeline table and must be submitted **via e- mail** only to:

Email: procurement@esm.europa.eu

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Attention: Ralitsa Yovcheva-Hahn

Only Applications received through these means will be accepted.

All digital copies of Applications shall be submitted in compliance with the following guidelines:

- a) One file per section as described above in the "Application Structure" table.
- b) Any supporting or additional files must be clearly named.

- c) All files should be named clearly with a sequential number and a relevant file name, e.g.
- “Annex 2: 1.1 – Declaration on the exclusion criteria, economic, financial and operational capacity and the absence of conflict of interest”
 - “Annex 2: 1.2 – Non-Collusion Declaration”
 - “Annex 2: 3.1 – Cover Certification Form”
- d) All files must be provided in a standard non-editable format, such as PDF.

3.7 Eligibility, Exclusion and Selection Criteria

In order to be eligible to participate in this procurement process, Candidates must be either natural persons or legal persons and state that they are not in one of the exclusion situations listed in the declarations nos. 1.1 and 1.2 included in Annex 2.

If such circumstances arise in the course of the procurement process, the Candidate concerned must inform the ESM thereof without undue delay. Candidates may 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	
Duly executed declarations as requested in Annex 2 nos. 1.1 and 1.2	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 2 Section 2. Selection Criteria**):

SELECTION CRITERIA – elements of the evaluation	
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 a rating of “Pass” for all the “Pass / Fail” criteria to be considered as pre-qualified Candidates.

4 Terms and Conditions of this PQD

4.1 Rights of the ESM

By submitting an Application, the Candidates confirm that they have taken note and accepted all terms and conditions of this PQD.

The ESM reserves the right, at its sole discretion and in exceptional circumstances, to accept the Applications received after the closing deadline.

After the ESM opens the Applications, it may request Candidates to submit, supplement, clarify or complete information or documentation which is or appears to be missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right to reject any further consideration of such Applications.

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

Any effort by the Candidate to influence the ESM in the process of examination, evaluation and comparison of Applications, or in the decision regarding the pre-qualification process may result in the rejection of the Application.

The ESM may decide, at its sole discretion while complying with 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 Framework Agreement is awarded as a result of this procurement process. 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 to disclose the contents of Applications 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 Applications, a lack of precision, an omission or any other type of error in this PQD, it will rectify the error and inform all Candidates in writing.

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 preparation of Applications and of any other documents requested by the ESM and any subsequent follow-up shall be borne exclusively by the Candidate.

4.3 Trade Name, Logo and Marks

The ESM logo, covers, page headers, custom graphics, icons, other design elements and words or symbols used to identify the description of the procurement requirement 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.

4.4 Confidentiality

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

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 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 procurement process. Confidential Information does not include information which (a) was known to the ESM prior to receiving the information from the Candidate; (b) becomes rightfully known to the ESM from a third-party source not known to the ESM (after diligent inquiry) to be under an obligation to the Candidate to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by ESM; or (d) has been developed independently by the ESM or authorised to be disclosed by the Candidate.

4.5 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 PQD.

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

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

For the avoidance of doubt, if a Candidate submits its Application as part of a consortium it cannot submit another Proposal in its own name.

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

If a Candidate considers any changes in the consortium structure it must immediately notify the ESM in writing. 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 Application:

- 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 Framework Agreement to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Framework Agreement as a whole. The ESM will have no direct legal commitments with the subcontractor(s).

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

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

4.6 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.

For the avoidance of doubt, no Employee will be transferred to the ESM.

Annex 1 Terms of Reference

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**” or “**Building**”). 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 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 8,500 m² (the “**Existing Area**”) and provides about 300 workspaces, 20 meeting rooms (capacity of 2-80 persons), a conference area (capacity of 200 persons on the first underground floor), language rooms, interview room, 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 gym 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.) throughout the KUBIK Building.

The ESM’s Facilities Management Team (the “**FM Team**”) consists of four (4) ESM members of staff and one (1) trainee.

The ESM requires the services of a single provider to provide security and other related services to the ESM (the “**Service Provider**”). Currently, the security services and other related services are provided by an incumbent provider Brink’s Security Luxembourg S.A. 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 May 2020.

The Service Provider has to perform security and other related services (the “**Services**” or “**Security Services**”) described in detail in these Terms of Reference (Annex A), and to centralise the management and delivery of those Services. The Service Provider will be expected to work alongside with the FM Team of the ESM. The role of the Service Provider will be to not only maintain business continuity of the Services, but also to add value in standardising and improving the quality of the Services (e.g. to be proactive in identifying improvements and delivering 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**” or “**Contract**”). The Service Provider shall provide an end-to-end ‘managed-service’ with adequately trained personnel for various security services, including guarding, security and reception duties, driver services, etc. 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 and FM desk support services;
- d. Mail scanning and tracking services on the ESM premises;
- e. Driver services;
- f. Out-of-hours monitoring and response.
- g. Residential alarms

2. On-demand services (additional manned guards, body guards, additional drivers, armed guards, purchase of security equipment/systems)

3. Optional services

- a. Mail scanning and tracking services outside of ESM premises.

In addition, the Service Provider has to perform administration, reporting and meeting tasks, all described in detail in *Section 6 Reporting and Section 7 Meetings*.

Sub-contracting of the Services is allowed. Any Services that are subcontracted will remain however the responsibility of the Service Provider in accordance with the Framework Agreement signed with the ESM.

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

1.3 Operational Information

The ESM office hours are from 6 am to 10 pm on ESM working days¹. 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 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 CCTV cameras and/or constant manned guarding presence during the ESM office hours at defined guard posts and patrolling routines. 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 close by the main reception.

¹ 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.

The Service Provider's personnel 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 badges.

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 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 Contract. 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.

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.

2.1 Ongoing services

The Service Provider will be required to provide the services listed below on on-going basis. Those services include constant manned guarding services through an on-site security coordinator and an on-site security team. In addition, the on-site security team (manned guards and the on-site security coordinator), will provide reception services, security scanning mail tracking services, and FM desk support services. The Service Provider will also provide driver services, out-of-hours monitoring and response 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 (non-exhaustive) tasks:

- Be the first point of contact for the FM Team;
- 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.

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 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. 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 non-exhaustive tasks:

- 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, the Service Provider will contact the FM Team and their 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 defaults, and reset alarms;
- Respond to fire alarms, collect and escort all mobility impaired personnel during an incident;
- First response for other on-site incidents (floods, earthquakes, etc.);
- Respond to other security related on-site incidents such as (attempted) security breaches or suspicious unattended luggage;
- Handle the ESM PSIM (Physical Security Information Management System which is to be developed during 2020), and monitor and respond to all incidents and/or alarms detected by the system. The ESM will ensure that the manned guards are trained to use properly the PSIM;
- 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 in a defined format any incidents related to all Services;
- 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 on-site security team will provide the following reception non-exhaustive tasks:

- Welcome and register visitors via the FM ticketing tool (e.g. ServiceNow tool or equivalent), and call the host;
- Check and collect visitors identity cards and passports during their stay at the ESM premises;
- Print and issue visitor badges;
- Perform security checks (metal detector and x-ray scanner) of all visitors and their belongings;
- Issue and manage third party service provider's or consultants' badges, and ensuring only authorised personnel can enter the Building;

- Issue 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 the Service 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.);
- Support the FM service desk team in managing the service desk support function in the area of all FM related services (see details below).

i. 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. The Service Provider will deliver the FM service desk support services under the supervision of the FM Team. The FM Team will keep the overall responsibility for the FM service desk and will ensure that the work from third party providers is delivered to the expected quality level.

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 to perform these services. The FM service desk support services will be handled at the side entrance reception only (minor reception area) where no reception services are required.

The Service Provider will deliver the FM service desk support services under a six (6) months trial period. During this trial period, the on-site security team will work in close collaboration with the FM Team until full handover of the activities has been done and the Service Provider feels confident in handling the full scope of the service desk support services. At the ESM's sole discretion, the trial period may be extended by additional 3 months. The on-site security team will be trained at first by the ESM to use the FM ticketing tool (e.g. ServiceNow tool or equivalent). The Service Provider will need to provide this training subsequently to any new staff in case of replacements.

The main tasks of the FM service support desk will include the following non-exhaustive tasks:

- Be the first point of contact for the ESM for the FM service desk support inquiries;
- Create tickets:
 - 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 ticket i.e. (room, category, sub-category, type, etc.);
 - If necessary amend the short description field to summarize the ticket content;
 - Assign tickets to the appropriate assignment group and persons;
 - Communicate confirmation of receipt to the requestor;
 - Flag the FM responsible.
- Follow-up on due dates:
 - Push reminders to the assigned responsible party/person for tickets that have a due date that week;

- Push reminders to the assigned responsible party/person for all overdue tickets.
- Follow-up on status with ESM end users:
 - Ensure that the status of a ticket is clearly communicated with the ESM end user e.g. when the work will be completed, what is the current progress of the work, etc.
- Finally close tickets (to be done by FM team):
 - To note, all tickets which are completed by third party service providers will have as a sub-state 'Finished'. Only after the FM Team verified that the works have been executed, the FM Team will bring the status to 'Finally Closed'.

The Service Provider performance of the service desk support services will be monitored by the ESM via the means of various reports generated from the ESM ticketing tool. The ESM 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

d. 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 tasks:

- Handle incoming and outgoing 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:

- 20 incoming letters; and
- 5 outgoing letters.

The current volume of packages handled per month is estimated at 400 on average, with peaks reaching to 700 around the Christmas period.

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 Contract.

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.

e. 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. from 10 pm to 6 am), 24 hours, 7 days per week, 365 (366) days per year.

The Service Provider will remotely monitor using CCTV cameras the ESM premises outside of office hours e.g. from 10 pm to 6am. 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. The remote monitoring is currently transmitted via Netview system provided by the incumbent. The Service Provider will provide the same or equivalent system for remote monitoring that will need to be compatible with the CCTV cameras installed at the ESM.

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 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 (currently transmitted via Alarmis for the breaching into the Building and fire alarms and SIA for the technical failures' alarms). The Security Provider will be provided access to Alarmis and will need to set-up connection to SIA.

"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 coordinate 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.

A list with the current alarm systems in the Building and their set-up will be provided by the ESM at the Request for Proposals stage.

f. Driver services

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

i. VIP driver

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 ESM normal office hours will apply, though the VIP driver may be required to work occasionally overtime and carry out over-night stays.

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 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. The ESM will determine, in its sole discretion, when it requires a replacement of the VIP driver, and thereby requires the services of a back-up VIP driver, and will inform the Service Provider accordingly. The ESM normal office hours will apply, though the back-up VIP driver may be required to work occasionally overtime and carry out over-night stays.

iii. Management of the drivers

Without prejudice to any provisions of the Contract, 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 applicable laws and regulations, including, but not limited to, any applicable collective agreements;
- 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.

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 Member of Staff's residence;
- Full warranty, maintenance and repairs;
- Connection to a 24/7/365 monitoring centre;
- A subscription to the alarm intervention service.

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.

Currently, approximately 10 residential alarms packages are provided to the specific ESM members of staff.

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

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

- Additional manned guard(s);
- Body guard(s);
- Additional driver(s);
- Armed guards: certain situations may require the presence of armed guards, i.e. with hand guns.
- Purchase of security equipment, systems, etc. required for the provision of the Services.

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 the chauffeur services to the ESM Managing Director and other high-profile passengers for the duration of said absence, unavailability or inability.

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 Contract after considering cost efficiency and logistical arrangements.

a. Scanning and tracking services outside of the ESM premises

Currently, the ESM is scanning and tracking incoming and outgoing mail at its premises. The current volume of incoming mail per month is estimated at 450 packages on average, with peaks reaching to 700 around the Christmas period.

For security reasons and due to the need of optimising available office space and the representativeness of the reception area, 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. In this case, the Service Provider will be not required anymore to scan and track incoming mail at the ESM premises.

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. 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 immediately as well as the ESM. 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 least 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.

2.4 Out-of-scope services

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 will be provided to shortlisted candidates in the Request for Proposal.

3. Start-Up Phase

Upon signature of the Contract, 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 Contract. 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:

- Allocate a Project Manager for all related activities in the context of these terms of reference;
- Create an action plan detailing the allocated personnel, equipment, activities required as per these terms of reference (including the reporting, meetings set-up, KPI evaluation, annual forecast of any relevant improvements, etc.) and thus ensuring a proper provision of the Services;

- 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 KPIs requirements or criteria relevant to the ESM;
- Collaborate with and support the designated ESM responsible person (i.e. to organize, 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.);
- Verify and approve the provided quantities (together with the ESM) for security related inventory, e.g. security equipment.

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. The costs for this training will be covered 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 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 Start-Up Phase has been accepted by the ESM in writing, the Service Provider will be responsible for providing the Services.

Transfer of Undertakings

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. For more information please refer to Section 3.3.6 of the Pre-Qualification 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

During the Contract term, the Service Provider must hold the relevant security industry accreditations. Specifically, the Service Provider must hold a 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).

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 practices on an ongoing basis. In this context the ESM implements measures to enhance its environmental and social and governance profile and to align with best practices. The Contract will include the measures proposed by the Service Provider in the context of the Services, in particular regarding the environmental protection, workers' health and safety aspects.

4.2 General personnel minimum requirements

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

The Service Provider will provide a dedicated team composed of key personnel and all personnel considered necessary for the provision of the Services to the ESM. The 'Key Personnel' are the on-site security coordinator and his/her first and second back-ups, and the VIP driver. The Service Provider will ensure at all times the diligent, due and proper execution of the Services by its personnel.

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

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

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.

The uniforms for the personnel of the Service Provider have to be provided by the Service Provider and may depict the Service Provider's company name. The Service Provider will be responsible for their maintenance and dry cleaning. The ESM reserves the right to choose colours and materials to align the uniforms to its corporate visual identity.

The Service Provider will ensure that all the personnel provided to the ESM has clean criminal record, all required certificates with proof of qualifications and applicable training.

Personnel replacement

The Service Provider will ensure that the Key Personnel will be substituted only in exceptional cases and based on ESM 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 reasonable opinion of the ESM any of the Service Provider's personnel 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, in the opinion of the ESM, to carry out its duties with reasonable skill and care, the ESM may require that the Service Provider replace such person.

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

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

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 ensure that all the personnel provided to the ESM has clean criminal record, all required certificates with proof of qualifications and applicable training.

Account manager:

The account manager will speak English fluently, and 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 Contract, including the start of the Services the Start-Up Phase (including any Services provided by the subcontractors);
- Monitor the provision of the Services and ensure compliance with the Service Level Specifications (SLS);
- Provide and analyse management information;
- Act as a key management contact for the ESM;
- Prepare monthly, quarterly, 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 Contract related matters: e.g. negotiate and prepare input for contracts/amendments;
- Create, amend, review and agree contract financial proposals, where required;
- Attend monthly, quarterly, and annual meetings.

On-site security coordinator:

- 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.

Manned guards:

The Service Provider may select a team with experienced and junior manned guards meeting 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 desk support services;
- Possess a clean criminal record.

Drivers:

Any driver performing the driver services will have to meet the following requirements:

- Hold a valid driving license for passenger cars, as well as a VIP passenger transport certificate (or be trained accordingly);
- Possess a clean criminal record;
- Be discreet and trustworthy;
- Be first aid trained, with a valid certificate.

The VIP driver must have at least five (5) years of previous experience at providing chauffeur services.

The back-up VIP driver must have at least two (2) years of previous experience at providing chauffeur services.

Each driver, regardless of the categories specified will be subject to prior approval by the ESM. For this purpose, the CV of any proposed driver must be submitted sufficiently in advance by the Service Provider to the ESM. The ESM will then inform the Service Provider whether it approves the proposed driver. In the negative, an alternative proposal will be made by the Service Provider.

Bodyguards:

- 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. Flash lights and all other required equipment must be provided to each manned guard by the Service Provider, too. The Service Provider is also required to provide a printer for printing visitor badges at the reception, including the ink cartridges.

The Service Provider is responsible to maintain, repair and replace their own equipment, if required.

5.2 Record-keeping and logbook

All on-site personnel and other personnel, i.e. from call-out services, will be required to keep electronic records of incidents (such as notes and photos etc.) as well as of call statistics, visitors' data, and confirmation of onsite presence (entry and exit times from the building). All information must be stored in a confidential manner, and may be subject to audit by the ESM.

5.3 Ticketing Tool

The ESM has an internal ticketing system (the "**Ticketing Tool**") to record requests/incidents/feedback across various FM services. The Service Provider will get access to this system for the purpose of supporting the FM service desk, as well as to raise tickets for operational issues related to security services.

Access to the Ticketing System will be provided by the ESM. The Service Provider's personnel will be trained to use this System at the costs of the ESM.

5.4 Security & Access

The Service Provider's personnel 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.

The Service Provider has to inform to the ESM in advance about any workers, who do not belong to the on-site security team and don't have an entrance badge (this includes any workers from subcontractors of the Service Provider).

The Service Provider personnel are not allowed to bring external persons (this includes their family members and friends) or animals at the ESM premises.

6. Reporting

Regular reporting will be mandatory across all Service activities. 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, and annual reports in English. All reports must be submitted at least five (5) working days before the scheduled meeting. The Service Provider will aim however, to submit the reports to the ESM two (2) weeks in advance of the scheduled meeting. In addition, ad- hoc reports must be created, if required. The Service Provider will be granted access to a dedicated workspace on ESM FM Extranet 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.

All reports must include:

- Routine operational activities, including performance and incident information;
- Financial and budget management information;
- Service Provider personnel information, i.e. absences;
- Complaints report (compliant with complaints procedure agreed in the Start-up Phase);
- Health and safety issues and details of any accidents to Service Provider staff or ESM staff resulting out of Service Providers 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 and annual reporting obligations will be disclosed to the selected Service Provider. 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 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.

7. Meetings

The Service Provider and the ESM responsible person will meet on a monthly, quarterly and an annual basis, and ad-hoc. Four (4) different types of meetings are distinguished. These differ not only in content but also in frequency.

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

In total, there will be 12 scheduled meetings per year. Ad-hoc meetings will be organised on top of those 12. Those meetings will be scheduled by the Service Provider at the beginning of the year and will have an agenda prepared by the Service Provider and sent to the ESM at least one 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 agenda of the meetings will be based on the report requirements and any other matters deemed important by the ESM and the Service Provider. In addition, during these meetings the KPI report will be discussed and signed by both parties.

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

More detailed information on reports, meetings, content, interval and participants will be disclosed with the selected candidate.

8. Service Level Requirements and Bonus-Malus Scheme

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

Annex 2
Eligibility and Exclusion Criteria, Selection Criteria and
Other Required Information and Documents

1. Eligibility and Exclusion Criteria

1.1. Declaration on the Eligibility and Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest

Candidates are requested to complete, date and duly sign by an authorised representative the below Declaration on the Eligibility and Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest.



DECLARATION ON THE ELIGIBILITY AND EXCLUSION CRITERIA, ECONOMIC, FINANCIAL AND OPERATIONAL CAPACITY AND THE ABSENCE OF CONFLICT OF INTEREST

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)* on behalf of [NAME OF THE CANDIDATE], certify (certifies) the following and will provide the evidence to that effect as specified in the procurement documents (if applicable):

1. The Candidate is not bankrupt or being wound up, subject to administration or in any similar situation provided for in national legislation or regulations.
2. The Candidate is not guilty of grave professional misconduct, which renders its integrity questionable.
3. The Candidate is not in breach of obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which the Candidate resides or is established or where the Framework Agreement awarded as a result of this procurement process is to be performed.
4. The Candidate has not shown significant or persistent deficiencies in the performance of another contract, or with its obligations under the law.
5. The Candidate or its management, staff or agents are not subject to a conflict of interest.
6. The Candidate has not seriously misrepresented information required by the ESM.
7. The Candidate did not and will not contact other Candidates with the purpose of distorting competition, or try to unduly influence the ESM's decision-making process.

If any circumstances arise during the course of the procurement process which may affect the above, the Candidate must inform the ESM thereof without undue delay.

The Candidate may submit evidence to demonstrate its eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

The Candidate declares also that:

1. The Candidate has the economic, financial and operational capacity (technical, management) to carry out the proposed project and tasks.
2. The Candidate has approved financial statements for the last three financial years.

By: Signature (Signed) _____
Name and Title (Typed) _____
Place and Date _____

*Delete as appropriate

1.2. Non-Collusion Declaration

Candidates are requested to complete, date and duly sign by an authorised representative the below Non-Collusion Declaration.



NON-COLLUSION DECLARATION

The undersigned, acting in his/her own name/as [a] duly appointed representative(s)* of [NAME OF THE CANDIDATE] declare(s) the following:

I refer to the PQ Ref. No.: FM/13/SS/Ryh/19, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: FM/13/SS/Ryh/19, the Candidate has not breached any applicable provisions of competition law or other applicable laws. In particular, the Candidate has prepared the Application completely independently and certifies that it has not and will not divulge, discuss or compare its Application with other Candidates participating in this procurement process and has not and will not contact or collude with such other Candidates with the purpose of distorting competition. The Candidate will take all appropriate and necessary measures to ensure that its subcontractors or other third parties involved respect the same rules and principles.

The Candidate is not aware of any elements that could influence competition between the different Candidates participating in this procurement process. If the Candidate becomes aware of any such elements it will immediately and in writing disclose such elements to the ESM.

By: Signature (Signed) _____
Name and Title (Typed) _____
Place and Date _____

*Delete as appropriate

2. Selection Criteria

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

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

2.1. Economic and financial standing

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Economic and Financial Standing	1	Pass/Fail	The Candidate must have an annual, global revenue in excess of EUR 1,250,000 in each of its last two (2) most recent completed fiscal years for the provision of similar services.	Attestation
Economic and Financial Standing	2	Pass/Fail	The Candidate must have a current Dun & Bradstreet risk indicator of 1 or 2 ("D&B Requirement" ²).	ESM will request a report for the Candidate from Dun & Bradstreet. The ESM will cover the cost of the report produced by Dun & Bradstreet.

2.2. Technical or professional ability

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Technical or Professional Ability	1	Pass/Fail	Confirm the Candidate has the ability and capacity to deliver, without exception, the Services sought by the ESM as set out in Annex 1 to this PQD.	Attestation declaring to have sufficient staff with the required certifications and skills as per points 4.2 and 4.3 of the Annex 1 to this PQD (in particular manned guards, VIP drivers, on-site security coordinator, bodyguards) and other necessary resources in place, readily available and operational to provide all the requested security and other related services in Annex 1 to this PQD . Short description of the company profile and the services that can be offered, the average annual labour force over the last three years, thereby detailing the number of staff assigned to the fields similar to those requested in the Annex 1 to this PQD.
	2	Pass/Fail	The Candidate must prove at least three years of relevant experience in the provision of the Services as set out in Annex 1 to this PQD.	i) Attestation and ii) summary description containing at least two service contracts under which relevant services were provided over the past three years in the field covered by this PQD detailing their values, the periods during which they were provided, the locations and the organisations to

² Dun & Bradstreet has developed a scoring methodology to determine the credit risk for corporates. Corporates who have a failure score of 51 and above, are awarded a risk indicator score of 1 or 2. Corporates who obtain a lower failure score (i.e. are considered to be riskier), will have a risk indicator score of 3 or 4. More details about the methodology applied by Dun & Bradstreet can be found at: <http://www.dnb-belgium.be/en/dnb-data/rating-en>

				<p>which they were provided; indicate if any activities were subcontracted and to what extent.</p> <p>At least one service contract listed must have a duration of at least 1 year.</p> <p>At least one client shall be an international or EU organisation.</p>
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2.3. Authorisation and suitability to carry out the relevant professional activity

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Authorisation and Suitability to Carry out the Relevant Professional Activity	1	Pass/Fail	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	Pass/Fail	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	Pass/Fail	The Candidate must hold an ISO 9001 certificate or equivalent.	Copy of the existing ISO 9001 or equivalent certificate, including expiry dates.

FOR INFORMATION ONLY ITEMS		
Item No	Questions	RESPONSE
1.1.	Will the server(s) containing ESM data be located outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
1.2	Is the entity contracting with the ESM ("Contracting Entity") registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
1.3	Is any entity directly or indirectly controlling the Contracting Entity (e.g. a parent company) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	

1.4	Is any other entity with access to ESM data (e.g. a subcontractor providing the IT infrastructure/servers) registered outside the 19 countries belonging to the euro area? If yes, in which country(ies)?	
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3. Other Required Information and Documents

3.1. Cover Certification Form

Candidates are requested to complete, date and duly sign by an authorised representative the below Cover Certification Form.



COVER CERTIFICATION FORM

Submitted in Response to PQ Ref. No.: FM/13/SS/Ryh/19

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)* on behalf of [NAME OF THE CANDIDATE], certify that this Application is made without prior understanding, agreement, or connection with any other person(s) or company(ies) submitting an Application in this procurement process and is in all aspects fair and without collusion or fraud. I certify that I am authorised to sign this Application on behalf of the Candidate.

I further certify that:

- The submission of this Application is deemed as acceptance of all the terms and conditions of this PQD.
- The content of this Cover Certification Form, the Declaration on Eligibility and Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest, the Non-Collusion Declaration and the Application are true, accurate and complete.

Required Information

Response of Candidate

Exact legal name:

Legal type (e.g. private limited liability company):

City, Country:

Nationality or Head Office Location:

Registered office address:

Telephone:

Website:

E-mail address:

Name of the authorised contact person for matters pertaining to this PQ	
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E-mail:	
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Name and title of representative(s) signing the Application on behalf of the Candidate:

By: Signature (Signed) _____

Name and Title (Typed) _____

Place and Date _____

*Delete as appropriate