

European Stability Mechanism



Pre-Qualification Document

PQ Ref. No.: FM/04/TM/Ryh/20

**Provision of Technical Maintenance and Other Related
Services**

08/07/2020

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 on-going caretaker services, technical maintenance services, out-of-hours services, and on-demand services for its Building located in Luxembourg.

The On-demand services can be requested at any time in addition to the ongoing services. They are generally related to project works, office fitting and re-organisation, refurbishment to be performed at ESM premises.

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	08/07/2020
2.	Deadline for submission of clarifications/questions on the contract notice and the PQD	15/07/2020
3.	Response to the clarifications/questions on the contract notice and the PQD	Regularly
4.	Deadline for submission of Applications (the “Applications Deadline”)	29/07/2020, 11:00 hrs (local Luxembourg time)
5.	Target date for dispatch of the ESM’s decision on the pre-qualified Candidates	10/08/2020

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**).

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

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 A

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 “**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 Building, and some storage and archive areas on the first and second underground floors. The total rented area is approximately 8,500 m² 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), and other facilities. 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, a 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 Building.

The ESM requires the services of a single provider to provide Ongoing Services including caretaker services, technical maintenance services, out-of-hours services, and On Demand Services as further described in Section 2 (together, the “**Services**”) for its Building. The Service Provider has to perform all Services described in detail in these Terms of Reference and Appendix 1.

The ESM will award a framework agreement to a single Service Provider for the provision of the Services (“**Framework Agreement**” or “**Contract**”). The ESM anticipates that the Service Provider selected following this procurement procedure will be required to commence providing the Services to the ESM in October/November 2020.

The Service Provider will be expected to work alongside the ESM’s Facilities Management Team (the “**FM Team**”). The FM Team consists of four (4) ESM members of staff. 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).

Due to the fact, that the Building is a rental space, the third party property manager (the “**Property Manager**”) is the key contact person for the Service Provider regarding technical issues related to the assets under the responsibility of the Property Manager and for works in certain areas of the Building. The Service Provider will interact directly with the Property Manager to clarify operational issues in this context. The ESM maintains responsibility for managing the relationship with the Property Manager. The Property Manager is a representative of the ESM landlord.

1.2 Overview of Services

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

Ongoing Services

- Caretaker Services
- Technical Maintenance Services
- Out-of-Hours Services

On Demand Services

- Simple Technical Projects
- Complex Technical Projects

In addition, the Service Provider has to perform tasks related to contract administration, reporting and meetings, all described in detail in *Section 7 Reporting and Section 8 Meetings*.

Sub-contracting of the Services is allowed. Any Services that are subcontracted will remain the responsibility of the Service Provider in accordance with the Framework Agreement signed with the ESM. Sub-contractors may be replaced or added during the contract implementation only with the prior consent of the ESM.

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

The ESM has concluded different types of facility management contracts, including the provision of security, cleaning, catering, plant maintenance services and others. The Service Provider is required to cooperate efficiently with such providers whose tasks might directly or indirectly interact with the performance of the Services provided by the Service Provider. In some cases, the Service Provider's personnel might be required to liaise directly with other providers.

1.3 Operational Information

The ESM office hours are from 6 am to 10 pm on ESM working days¹ (the “**ESM Office Hours**”). These extended hours are provided to facilitate building maintenance as well as late working. Some of the services will be provided during office hours and others will be provided outside the office hours (on weekends, mornings and evenings) to minimize any negative impact (noise, disturbance, dust, etc.) on the ‘business as usual’ operations.

1.3.1 Operational documents

The Service Provider will be required to create and maintain various operational documents, including but not limited to, the Asset List (as defined in Section 1.3.2), the Annual Maintenance Plan (as defined in Section 2.1.2), building plans and documentation, and the warranty and intervention records. These 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 these documents. The Service Provider is also responsible to update pro-actively the above referenced documents.

The ESM may also amend the documents. In addition, the Service Provider may provide recommendations to the ESM for possible improvements related to the documents.

The operational documents will be provided to the successful Candidate.

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.

1.3.2 Asset list

All ESM assets in the Building are recorded in a list (the “**Asset List**”). Each individual installation is referred to as an “**Asset**” and together the “**Assets**”. For each Asset, the Asset List contains various information e.g. location, inspection and maintenance requirements, and responsibility.

All new assets installed by the Service Provider will automatically become the responsibility of the Service Provider in terms of maintenance, repairs and warranty matters. The Service Provider is usually asked to install assets in the private areas. Private area refers to the part of the building which is privately occupied by the ESM. Common area refers to the parts of the building that are shared with other tenants within the building.

All assets that may be outside of the Asset List are the responsibility of the Property Manager. The Property Manager is usually responsible for the assets that are in the common areas or that remain part of the Building regardless of whether the ESM is a tenant of the Building, such as the radiators, etc.

The Asset List will be shared with the candidates at the Request for Proposals stage.

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 require new 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 ongoing basis.

2.1.1 Caretaker Services

The Service Provider will provide the ESM with caretaker services (the “**Caretaker Services**”). Caretaker Services include all handyman tasks, reactive works and repairs, inspections, preventive measures and ad-hoc tasks that are within the capacity of a qualified electrician. Caretaker Services are not only restricted to the Assets contained in the Asset List.

The Service Provider personnel performing the Caretaker Services will be responsible for raising any issues encountered in terms of the Building or the Services to the FM Team. The personnel performing the Caretaker Services will report to the Site Supervisor personnel and provide the Service Provider with relevant operational information for further analysis and continuous improvement.

The ESM estimates that the on-site presence of Caretaker personnel is required for a minimum of 20 hours per week. The ESM reserves the right to increase the number of hours required.

A non-exhaustive list of tasks related to the Caretaker Services is provided in Appendix 1.

2.1.2 Technical Maintenance Services

This section describes the Site Supervisor Services, the Building Maintenance Services and the Specialised Reactive Works and Repairs (together, the “**Technical Maintenance Services**”).

Site Supervisor Services

The Service Provider will provide the ESM with site supervisor services for the purposes of overseeing all Services performed for the ESM (the “**Site Supervisor Services**”). The Site Supervisor Services include: managing all technical works and projects for the Building; supervising the Caretaker Services and providing guidance as needed; ensuring good collaboration and communication with the Property Manager; arranging technical works in collaboration with the Property Manager; supervising and coordinating the Services delivered by subcontractors; organising and overseeing all Specialised Reactive Works and Repairs; continuously monitoring the Asset List with regard to the warranty periods; performing asset warranty and intervention management and coordinating statutory inspections.

The ESM has estimated that the on-site presence of Site Supervisor personnel is required for a minimum of 10 hours per week. The ESM reserves the right to increase the number of hours required.

A non-exhaustive list of tasks related to the Site Supervisor Services is provided in Appendix 1.

Building Maintenance Services

“**Building Maintenance Services**” include the maintenance planning, maintenance execution and all related statutory inspections. The objectives of regular inspection and maintenance are to conserve the value of the Assets and the technical availability of the systems, taking into account the respective property strategy, usage and maintenance requirements, and manufacturers’ recommendations.

The Service Provider is responsible for all Assets identified in the Asset list as ESM responsibility and is required to ensure that the Building Maintenance Services will be performed and delivered appropriately by fully qualified and competent staff.

In principle, the Building Maintenance services are based on the below process:

1. Setting up and updating the Annual Maintenance Plan:
 - initiating the maintenance planning, including the coordination of the maintenance activities with subcontractors and experts or approved inspection bodies;
 - organisation of the execution of more complex functional tests and measurements.
2. Supporting and coordinating the maintenance activities on site, including the works performed by subcontractors;
3. Tracking of defects, including initiating repairs/replacements of identified defects based on maintenance reports.

A non-exhaustive list of tasks related to the Building Maintenance Services is provided in Appendix 1.

The Service Provider will be responsible for the following:

- a) Maintenance and inspections planning

The Service Provider will summarise and describe all planned Building Technical Maintenance Services in accordance with the manufacturer's regulations in an annual maintenance plan (the “**Annual Maintenance Plan**”). The Annual Maintenance Plan must include the entire planned and necessary inspection schedule for the necessary statutory inspections, as well as suitable maintenance intervals

for the Assets, based on the Asset List. The Annual Maintenance Plan must be approved by the ESM FM responsible person.

The Service Provider will ensure the provision of systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects. Through the provision of the Building Maintenance Services, the Service Provider will ensure that proactive measures are taken to help prevent, predict, and minimise the risk of system, subsystem and component failure.

Together with the regular maintenance, periodic statutory inspections, as required by health and safety requirements and by Luxembourgish law have to be undertaken by licensed organisations (e.g. Luxcontrol, Secolux, AIB, Socotec, etc.) but commissioned by the Service Provider. The necessary statutory inspections must be entirely planned by the Service Provider and included in the Annual Maintenance Plan.

The maintenance and inspections must be done on the planned date. In case the scheduled maintenance cannot be performed at the planned date, the Service Provider must perform the work within four weeks of the scheduled date unless otherwise agreed by the ESM. The postponement of subsequent maintenance and inspections to the following calendar year is not permitted unless otherwise agreed by the ESM.

If there is a reduction in the performance of the systems, the intervals must be shortened accordingly. The shortened intervals depend on the condition of the system and the resulting maintenance requirements. The operational safety and the intended use of the system must be ensured continuously.

b) Maintenance and inspection execution

The maintenance and inspections will take place on a routine basis, as per the Annual Maintenance Plan, in order to maintain the conditions, working life and efficiency of the Assets and prevent failure through pro-active maintenance.

The activities may include partial replacement or complete overhauls of the relevant Assets at specified periods, i.e. the replacement of worn components, oil changes, and major adjustments etc.

Specialised Reactive Works and Repairs

The Service Provider will perform all maintenance interventions required to resolve any unexpected breakdown or failure of Assets and restore these to an operational and safe status (the “**Specialised Reactive Works and Repairs**”).

Due to the complexity or the nature of the work, the personnel providing the Caretaker Services cannot perform the Specialised Reactive Works and Repairs on their own or at all and the use of a different skill type will be required. The Service Provider will arrange and coordinate all Specialised Reactive Works and Repairs.

Specialised Reactive Works and Repairs may be required even though the Assets have been maintained in accordance with the maintenance schedule.

If an Asset cannot be repaired or if repair of an Asset is inefficient, the Service Provider must supply evidence to justify the decision to purchase a new Asset.

In certain cases, the ESM may require Specialised Reactive Works and Repairs on an emergency basis, e.g. to repair a leak, repair damage that might affect the safety or security of ESM members of staff,

etc. In such an emergency situation, the Service Provider must act quickly and within the shortest possible time to carry out the works and repairs.

For illustrative purposes only, the **volumes** for Specialised Reactive Works and Repairs in 2019 were as follows:

- The average number of hours for an external single intervention was about 3 hours
- Maximum amount of single specialised Reactive Works and Repairs: EUR 1,100
- Average amount of single Specialised Reactive Works and Repairs: 500€ +/- 10%
- About 30 Specialised Reactive Works and Repairs were implemented
- No Specialised Reactive Works and Repairs were required on an emergency basis.

2.1.3 Consumables, materials and spare parts

All required consumables, auxiliary materials and spare parts (e.g. all types of liquids and lubricants, dry construction parts, sanitary parts and electricity parts, daily handyman work) must be included in the provision of the Specialised Reactive Works and Repairs and the Caretaker services.

All required consumables, auxiliary materials and spare parts (e.g. all types of liquids and lubricants, dry construction parts, sanitary parts and electricity parts) according to the Asset List must be included in the provision of the Building Maintenance Services.

All spare parts and materials used during the duration of the Contract must have technical and quality characteristics equal to or better than the existing functional parts and materials.

Partial replacement or complete overhauls of the relevant Assets at specified periods, i.e. the replacement of worn components, oil changes, and major adjustments etc. will be covered at cost.

The Service Provider will be responsible for the organisation, management, purchase, wastage and on-site stock management for all required consumables, materials and spare parts. The Service Provider will establish a storage in the Building in order to ensure any repairs are completed within the agreed Service Levels.

2.1.4 Out-of-Hours Services

The Service Provider will provide out-of-hours services on a 24/7 basis to ensure that any technical issues which may be critical are handled at all times (the “**Out of Hours Services**”).

The Service Provider will ensure uninterrupted availability of the Out-of-Hours Services. The Service Provider will provide an emergency call line and contact person(s) for outside of office hours services that the ESM or the ESM Security services provider can reach at any point in time. The Service Provider will manage the Out-of-Hours Services and procedures in accordance with recognised best industry practices and standards.

A non-exhaustive list of tasks related to the out-of-hours services is provided in Appendix 1.

2.2 On Demand Services

On Demand Services can be requested at any time in addition to the Ongoing Services described in *Section 2.1: Ongoing Services*. They are generally related to asset/systems acquisitions and project works to be performed in the Building. The type of On Demand Services are distinguished mainly by their complexity and duration.

The Service Provider is expected to manage the delivery of the On Demand Services on an end-to-end basis, regardless of whether these works are directly delivered by Service Provider's own personnel or

via subcontractors: from initial feasibility and design, to securing subcontractor quotes via competitive process (if applicable), to finally execution and handover of the relevant Services.

2.2.1 Simple technical projects

Simple technical projects are works undertaken by the Service Provider that are minor in nature and in terms of complexity, and primarily relate to the changes to the interior of the Building fabric, but are generally likely to be beyond the physical capabilities of the Caretaker, i.e. will last for more than a few hours and/or may involve a range of trades (the “**Simple Technical Project(s)**”). All services undertaken within this category have rather straightforward requirements and are not limited to the Assets contained in the Asset List.

Typical Simple Technical Projects may include the following:

- small demolition and structural works;
- services related to visual and acoustic enhancements (e.g. provision and installation of sensors and acoustic coatings, acoustic partitions), lighting or heating;
- performance of projects related to all technical trades, including dry construction, carpentry, interior doors and locks;
- new installations such as:
 - installation of a badge reader;
 - installation of foiling;
 - installation of doors;
- enhancement or replacement of existing assets;
- purchase of new assets;

2.2.2 Complex technical projects

Complex technical projects are works undertaken by the Service Provider that have complex technical specifications and the implementation takes more than couple of days/weeks (the “**Complex Technical Project(s)**”). Complex Technical Projects are typically Building and systems projects, not limited to the Assets in the Asset list, and beyond the physical capabilities of the Caretaker personnel, e.g. require exhaustive technical specifications, and involve a range of trades.

The Service Provider will appoint a Project Manager for Complex Technical Projects. The Project Manager role can be also performed by the Site Supervisor personnel. If the Project Manager Role is not performed by the Site Supervisor personnel, the Site Supervisor will still oversee and be informed about the projects. The Project Manager will be supported by a project team with the required skillset for the specific project.

The Project Manager will ensure project management throughout every project. The Project Manager will create and update time schedules (start and end of the project, milestones), and coordinate these accordingly with the ESM FM responsible person.

Examples of typical Complex Technical Projects are as follows:

- Office re-organisation, including office moves and changes, i.e. purchase, installation, maintenance of partition wall systems, and related services, including electrical and HVAC modifications, etc.; *See section 2.2.2.1 Partition wall systems for more details;*
- Building digitalisation/smart building solutions (e.g. purchase/lease and installation of hardware, IT solutions; software, charging infrastructure, smart devices);
- support and explanation of interfaces in projects, e.g. changes to the Building by the landlord;
- enhancement or replacement of existing Assets and systems, implementation of new Assets and systems e.g. security system for access control, fire systems, security installations, electrical installations, lock systems, UPS, etc.

- energy management (e.g. meters/smart metering, infrastructure and monitoring as well as evaluation of consumption data, including savings and benchmarking);
- ESG driven initiatives (plans for Building optimisation to become more environmentally friendly, including certification).

2.2.2.1 Partition wall systems

The Service Provider will purchase, deliver, install, remove and maintain/repair different type of partition wall systems for the ESM premises. The Service Provider will be responsible for all related services, including electrical and HVAC modifications. The Service Provider will ensure that the wall systems are fully compatible with the existing wall systems.

Type of Products

The required products (the “**Products**”) for the partition wall elements include in particular:

- wall elements;
- door elements;
- combi elements;
- blinds;
- special elements; and
- connecting elements (if applicable) which may be required to combine partition wall systems of two manufacturers, if the partition walls manufacturer proposed by the Service Provider are different than the ones used by the ESM at present.

The current partition wall systems used by the ESM are manufactured by *Goldbach Kirchner raumconcepte GmbH*.

The Service Provider guarantees the availability of the required Products for four years from the date of the Contract signature.

The Service Provider will keep the ESM informed, at all times, about technical innovations of the Products and deviations to the Products’ specifications caused by these innovations.

Scope of services

Apart from the purchase of the required Products, the Service Provider will provide all end-to-end associated services for the partition wall systems, in particular:

- Advising and assisting with possible fit-out solutions and alternatives for the Building;
- Planning, including arranging the schedule for the execution of the Services;
- Draft lay-out and final drawings of the planned changes (editable in dwg format);
- Final updated Building drawings based on the changes (editable in dwg format);
- Delivery of the requested partition wall elements, including packaging, transportation and related logistics to the ESM premises;
- Packaging ensuring the contents remain intact and protected from damage or deterioration. The exact date and time for delivery of the partition wall elements has to be agreed between the Service Provider and the ESM at least 4 weeks in advance. All partition wall elements have to be brought in and installed in the rooms/offices indicated by the ESM;
- Unpacking, removal and disposal of the packaging material;
- Installation of the new partition wall elements and adjustment, dismantling and relocation of the existing partition wall elements;
- Coordination of the installations of the new partition wall elements by the manufacturer and adjustment, dismantling and relocation of the existing partition walls elements by the manufacturer or any other provider used for these purposes.

The Service Provider will assemble the partition wall elements within the agreed timeframe with the ESM.

Any lack of conformity resulting from incorrect installation, adjustment, dismantling or relocation of the partition wall elements by the Service Provider will be deemed to be equivalent to the lack of conformity of the partition wall elements themselves, if installation, adjustment, dismantling or relocation forms part of the Service Provider's responsibilities and the partition wall elements are installed, adjusted, dismantled or relocated by the Service Provider itself or under its responsibility.

All installed partition wall elements must be clean at the handover.

The Service Provider will keep a record in an inventory list (xlsx.* format) of all dismantled partition wall elements temporarily stored either at the ESM premises or in an external warehouse (on request). The inventory list will include at least the following: name; technical specification/description of the partition wall element; dimension; quantity; date of storage; date of issue.

On the ESM's request, the Service Provider will provide a suitable off-site storage facility (external warehouse) for the dismantled partition wall elements.

In the event, a partition wall element is damaged or broken, the Service Provider will offer possible solutions to the ESM (replacement, repair, warranty information etc.), with the associated costs within 5 working days. Upon confirmation of the preferred solution by the ESM, the Service Provider will execute the agreed solution. The ESM will sign off the repair or replacement upon its completion.

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 a maximum of four (4) weeks 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 in order to comply with all obligations at the beginning of the Services:

- Allocate a Project Manager for all related activities in the context of these Terms of Reference;
- Personnel and resource planning, preparation of a personnel overview for the ESM separately for the Start-Up Phase and standard operations. (The Service Provider must ensure that its employees have the necessary knowledge. The technical qualification of the employed personnel may be verified by the ESM.);
- Introduce the Service Provider personnel to the ESM and relevant third parties (e.g. landlord, service providers, official authorities, etc.) and provide their contact details e.g. name, telephone number, e-mail address, etc. where relevant to the ESM FM Team;
- Collaborate with and support the designated ESM FM responsible person (i.e. to organise, prepare and moderate technical meetings, deliver requested input, etc.);
- Review of all current documentation for all Assets (e.g. equipment, technical specifications, plans, schemes, etc.);
- Verify the Asset List in cooperation with the incumbent provider. This includes obtaining and maintaining all relevant information regarding warranties of the Assets;
- Adapt the existing documentation, if necessary, determine and confirm the functional and operational capability of the appropriate Assets;
- Prepare a list of defects and damages, including photo documentation;
- Participate in instructions/inspections/ handovers of the building and all necessary Assets in order to obtain the necessary knowledge;

- Prepare and seek approval by the ESM for the first Annual Maintenance Plan;
- Advise/support the ESM regarding non-defective property and Assets;
- Set up storage with required consumables, spare parts, etc.;
- Create an action plan detailing equipment, activities required as per these terms of reference (including the reporting, meetings set-up, KPI evaluation, complaints procedure, 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. Create checklists for the daily activities for the Caretaker Services (amongst other daily checklists for the purpose of the building tours). The quality management system must be fully implemented in accordance with the KPI requirements or criteria relevant to the ESM;
- Set up all organisational and workflow related procedures for the smooth transition of the Services (training of personnel, etc.);
- Present observations for optimisations based on the Start-up Phase.

If requested by the ESM, the Service Provider will perform one-off survey on all technical assets under the Service Provider's responsibility to determine their current state. The costs for this survey will be covered by the ESM.

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 4.6 of the Pre-Qualification Document.

At present, there are **1.5 full-time** equivalent employees of the incumbent provider involved in the provision of the Services and they perform the following roles: Site Supervisor, Caretaker.

4. Company and Personnel Requirements

4.1 Compliance requirements and technical standards

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 and health and safety aspects.

Health and Safety

The Service Provider will actively contribute with its knowledge and expertise to support the ESM efforts for increased environmental sustainability of its operations. During the implementation of the Framework Agreement, the Service Provider should provide guidance and advice on cost and energy consumption reduction.

The Service Provider is responsible for the full application of any applicable regulation concerning Health and Safety within the scope of this Contract. Accordingly, to enforce some key aspects, the

Service Provider will pay special attention to the use of hazardous substances and the waste management as described below:

a) Use of chemicals

The Service Provider will ensure that all chemicals used in the performance of the Contract comply with all appropriate Health and Safety legislation, are used in a manner that is safe in accordance with the suppliers' guidelines and provide the ESM with data sheets on chemicals used.

b) Use of hazardous substances

In case of the use of hazardous substances the Service Provider shall take into account the health, safety and environmental aspects relating to the use of these products. The aim is to avoid exposing workers and Building occupants by limiting the release of chemicals into the environment through appropriate actions. The Service Provider may only use authorised products and must be fully aware of any risks associated with the chemicals used before implementing them. The Service Provider must put in place risk management measures to ensure that these products are used safely in the workplace. The Service Provider will be held solely responsible in law and financially for any disorders that might result from a failure to respect the above. If such products are to be used for maintenance purposes, these works should preferably be carried out outside office hours.

c) Waste Management

In the execution of this Contract, the Service Provider shall have full responsibility for the management of any waste which results from its activities. The Service Provider will, therefore, have an obligation to transport and deposit it in an official waste collection centre.

d) Waste disposal requirements

In accordance with the national and European legislation on the disposal of asbestos, lead and other hazardous substances, the Service Provider shall draw up a waste management plan which shall include a description of the treatment provided for each type of waste. The Service Provider will make every effort to recycle the various types of waste. The measures considered will be included in the waste management plan.

The Service Provider shall be responsible for the disposal of all demolition materials to approved landfills or treatment centres in accordance with the national and European legislation in force relating to the compulsory recycling of certain construction or demolition waste.

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 the ESM with at least the following key personnel (the "**Key Personnel**"): a Site Supervisor, a Caretaker and their designated back-ups. The back-ups will be no less experienced or qualified than the personnel being replaced. The back-up personnel must be aware of the ESM premises and processes in place.

The Site Supervisor personnel will report to the ESM FM responsible person and to the Service Provider Account Manager. The Site Supervisor is responsible for the Caretaker and the management of all Services and sub-contractors.

The Key Personnel will each meet the following minimum requirements:

- Possess a good command of English (spoken and written corresponding to Level B2 of Common European Framework of Reference for Languages)

- Good grasp of at least one of the country's official languages: Luxembourgish, French and/or German
- Fully capable of performing duties requiring moderate to arduous physical exercise
- In possession of the necessary industry or trade qualifications with the appropriate certificates (where applicable)

For the purpose of executing the Services, the Service Provider may need to provide technical personnel on ad-hoc basis with all necessary skill-sets to perform the Services, including but not limited to:

- Project manager
- Wall constructor
- Dry wall constructor
- Painter
- HVAC technician
- Plumber
- Sanitary technician
- Electrical engineer
- Electrical master craftsman
- Electrical technician
- Electrical CAD designer
- AutoCAD designer
- Carpentry master craftsman
- Carpenter
- Refrigeration engineer
- Security installation technician
- Elevator technician
- Partition Wall Mounter

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

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 the maintenance and dry cleaning of the uniforms. 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 have clean criminal records, all required certificates with proof of qualifications and applicable training. The ESM will inform the Service Provider whether it approves the proposed personnel. If not, the Service Provider will be required to propose other personnel meeting ESM requirements.

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 back-up replacement on the first day of absence. Such replacements will be in all respects at the expense of the Service Provider.

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 back-up personnel.

4.3 Specific personnel minimum requirements

In addition to the general personnel minimum requirements for the Key Personnel, the Service Provider will comply with the following specific personnel minimum requirements as outlined below.

Account Manager:

[On-site/off-site]

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:

- Act as a key contact person for the ESM;
- Oversee the Contract, including the start of the Services and the Start-Up Phase (including any Services provided by the sub-contractors);
- Monitor the provision of the Services and ensure compliance with the Service Level Agreement ("SLA");
- Agree and review any additional key performance indicators ("KPI"), and monitor existing KPIs;
- Agree and review any changes to the defined SLA;
- Provide and analyse contract management information;
- 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;
- Oversee the development of the relationship between the Service Provider and the ESM;
- Support and provide guidance to the Site Supervisor;
- 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, cost adjustment letters, where required;
- Attend monthly, quarterly, and annual meetings.

Site Supervisor:**[On-site/Off-site]**

- Bachelor's degree in Project Management, Facility Management, Civil Engineering or related field;
- A minimum of 5 years working experience in a similar role;
- Good knowledge of Luxembourg national laws and practices related to the role;
- Sound knowledge of building codes and safety regulations;
- Working knowledge of technical tools and equipment;
- The ability to interpret blueprints, read plans and drawings;
- Strong analytical and problem-solving skills;
- Excellent organisational and communication skills.

Caretaker:**[On-site]**

- Qualified electrician;
- High school diploma or equivalent qualification required;
- A minimum of 3 years working experience in a similar role;
- Solid experience with plumbing and electrical systems;
- Ability to work with hardware tools and power equipment;
- Extremely organised;
- Detail-orientated with an aptitude for problem-solving;
- Good communication skills.

5. Technical Requirements

5.1 Technical equipment and tools

The Service Provider will be responsible for organisation of any equipment as well as tools and materials required for all Services under the Contract.

All tools required in order to perform the Services must be provided by the Service Provider and covered in their fees. Only specialist equipment or machinery deemed required i.e. if required to be hired, and only where approved in advance by the ESM, may be chargeable. The Service Provider may offer digital tools that enable automisation and optimisation of processes.

The Service Provider's personnel (including any subcontractors, if utilised) must be fully trained or certified in order to use all relevant tools and machinery. The Service Provider is also obliged to ensure that tools and machinery are on site when required (either on site storage or within its mobile service car etc.), and that they are legally compliant, calibrated (if applicable), energy efficient as well as clean and tidy.

All tools and machinery operated at the Building must be used and operated in accordance with manufacturer's specifications, as well as conforming to European and national legislation.

5.2 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 raising and handling tickets for operational issues mainly related to the Asset list but not necessarily linked only to it.

Access to the Ticketing Tool will be provided by the ESM. The Service Provider's personnel will be trained to use the Ticketing Tool. In case of personnel change, it is the responsibility of the Service Provider to train them on the use of the tool.

5.3 Security & Access

The Service Provider's personnel (including any subcontractors) 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.

The Service Provider has to inform the ESM about any workers, who do not belong to the team allocated to work at the ESM premises and don't possess an entrance badge (this includes any workers from subcontractors of the Service Provider).

The Service Provider will announce any works to the FM Team and ESM Security services provider in advance, together with the people that are going to execute these works (name, company, etc.).

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

6. Warranty

The Service Provider must provide a warranty for any new equipment installed or operation performed.

This warranty includes all costs related to the correction / remedy of the situation in case of defective supplies and anomalies including, but not limited to disassembly, assembly, supply, installation, transportation and labour costs. If repairs of Assets are required while the Assets are still under third party warranty, the Service Provider will arrange the repairs with the relevant third parties.

Should any legal or warranty interventions against the manufacturer/installer be invalidated as a result of the work carried out by the Service Provider, the Service Provider must fully take over the costs for these interventions for the corresponding period.

7. Reporting

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, 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 by the ESM, 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:

- Performed work
 - Ongoing Services, including performance and incident information (including an overview and evaluation of malfunctions and warranty management)
 - On Demand Services, including performance and incident information;
- Updating of the relevant standards and guidelines (if necessary), changes to legal and/or statutory requirements;

- Overview of all single repairs and the current consumption of the annual lump sum;
- Service Provider personnel information;
- Complaints report, including analysis of complaints (total number, frequent complaints, etc.), compliance with complaints procedure agreed in the Start-Up Phase and the fulfilment of the operator's obligations (expert testing, inspection reports, obligation to provide evidence, etc.);
- Information about added Assets and status, if necessary;
- Ticketing tool statistics (Information about number of resolved tickets, unresolved tickets, etc.);
- 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. 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) in ppt format 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 Personnel and the ESM FM responsible person will meet on regular basis. 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.

9. 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/04/TM/Ryh/20, launched by the ESM in relation to which the Candidate has submitted an Application.

In relation to the PQ Ref. No.: FM/04/TM/Ryh/20, 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 1,500,000 in each of its last two (2) most recent completed fiscal years for the provision of similar services as set out in Annex 1 to this PQD.	Attestation

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.	<ul style="list-style-type: none"> • Attestation • As evidence, at least two references (over the past three calendar years) for provision of similar services as described in Annex 1 to this PQD. The references should include: i) a summary description of the services provided for each example, including size, scope and complexity, use of sub-contractors, if relevant and ii) client names or client industry (if for confidentiality reasons client names may not be provided). At least one of the references must be for provision of services with duration of at least 1 year. At least one client of the provided references shall be an international or EU organisation.
	2	Pass/Fail	Confirm and provide evidence that the Candidate has sufficient resources possessing the required skills, experience and qualifications, infrastructure, and other necessary resources in place, readily available, and operational as of the publication date of this PQD, to provide all the necessary services sought by the ESM as set out in Annex 1 to this PQD.	<ul style="list-style-type: none"> • Attestation • As evidence, a short description of the company profile and services that can be offered, the average annual labour force over the past three years, number of staff in similar roles as requested in the Annex 1 to this PQD (in particular, caretaker, site supervisor and technical personnel as defined in points 4.2 and 4.3 of Annex 1 to this PQD).

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	Confirm and provide evidence that the Candidate has an authorisation to perform the services under national law applicable to the Candidate.	<ul style="list-style-type: none"> • Attestation • Relevant supporting documents such as a recent copy of a document confirming inclusion in a relevant professional or commercial register

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)?	

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.

Appendix 1

1. Ongoing Services: list of tasks (non-exhaustive)

This Annex contains a detailed description of the tasks to be performed by the Service Provider for each of the Ongoing Services as defined in Annex A.

1.1 Caretaker services

The **Caretaker services** include the following non-exhaustive tasks:

General tasks

- using the ESM ticketing tool for recording requests, incidents and feedback;
- updating tickets of the ESM ticketing tool at least once per week and on-demand depending on the given priority;
- attending meetings when required;
- providing feedback and suggestions for improving current performance, Services and technical aspects of the Building;
- supporting the Site Supervisor with planning, coordinating and executing operations and projects;
- documenting and reporting all incidents and performed Services in the ESM Ticketing Tool.

Handyman tasks

- performing reactive works and small repair works (e.g. valves, toilet/hand paper boxes, door closing mechanism, etc.);
- performing installation of handles, minor painting works, and repairing small areas e.g.: textile floor tiles, walls, door surfaces, floor/wall tiles, ceilings etc. as a result of scratches and damage etc.;
- site clearing-up following reactive works and repairs;
- identifying, isolating, and rectifying faults and defects; if fault elimination is not possible, establishing safe condition (e.g. locking dangerous points, switching off electrical power and informing the Site Supervisor);
- replacing faulty Assets and/or other equipment, components and parts e.g. changing minor spare parts and consumables;
- refilling consumables;
- keeping adequate level of spare parts and materials in stock and informing the Site Supervisor well in advance if the stock needs to be refilled;
- coordinating/supervising/supporting all onsite works (regardless of who performs them) at the Building and supporting the landlord's staff and sub-contractors;
- supporting the landlord's maintenance work and regulatory inspections within the Building.

Routine Inspections

- performing daily tours of the Building to detect disturbances, faults, damages and dangerous conditions, and take action to remedy any defects;
- performing routine inspection of specific Assets and any further equipment and operating conditions. The Service Provider will ensure that there is no duplication with the Building Maintenance Services to be conducted for a specific month;
- recognising, qualifying, prioritising and reporting disturbances, faults, damages and dangerous conditions to the Site Supervisor and the Out-Of-Hours Services, whenever those cannot be handled directly by the Caretaker;
- conducting setting, switching, controlling, steering and regulation of Assets and/or technical equipment and systems (if not automated); and
- performing simple visual/ functional tests.

1.2 Technical Maintenance Services

As defined in the Terms of Reference in Annex A, the Technical Maintenance Services include Site Supervisor Services, the Building Maintenance Services as well as Specialised Reactive Works and Repairs.

The Site Supervisor Services include the following non-exhaustive tasks:

General tasks

- handling any administrative tasks related to the contract: e.g. quotations, reporting, meeting's preparation and note taking;
- attending regular and ad-hoc meetings;
- reporting to the ESM FM responsible person;
- supervising the related activities (on-going and on-demand services) undertaken by the Service Provider's personnel and subcontractors;
- planning, coordinating and overseeing all Specialised Reactive Works And Repairs;
- responsible for the validation and sign-off of the completed tasks against the Annual Maintenance Plan, including quality aspects, as well as checking subcontractors' proof of work and invoices etc.;
- recording and updating tickets (once a week and on-demand depending on the given priority) in the ESM ticketing tool for all Specialised Reactive Works and Repairs, and projects, and other services where required;
- creating and updating proactively or on request operational documentation and other type of documentation;
- recordkeeping of all activities performed;
- updating of all necessary documentation (e.g. log books);
- planning, coordinating and executing projects in line with the ESM requirements;
- consulting on any technical related topics and providing technical expertise if required by the ESM FM Team;
- performing any other related technical tasks which are in the responsibility of the Service Provider.

Property Manager Relationship Management

- supporting the ESM in maintaining good cooperation and communication with the Property Manager, which includes, but is not limited to: attending meetings, coordinating/supporting projects, supporting maintenance works and other technical matters regarding the different responsibilities of the Assets;
- forwarding via phone or in the Ticketing Tool all requests received related to the common areas and Assets of the Building which are under the control of the landlord;
- clarifying split of responsibility over Assets directly with the Property Manager;
- arranging all required Specialised Reactive Works and Repairs related to the Common Areas and Assets as defined in the Asset List with the Property Manager;
- aligning on due dates, delivery times and date of fault correction in relation to the Common Areas and Assets with the Property Manager;
- informing the ESM FM team about any status updates, changes and completions related to the Common Areas and Assets;
- participating in acceptance of fault corrections and remedies to the Common Areas and Assets on behalf of the ESM in line with technical standards.

Asset and warranty management

- keeping the Asset List up-to date for the duration of the Contract (e.g. add/remove assets, record interventions and impact on warranty periods, if any);
- organising Building Maintenance Services based on the Asset List;
- performing warranty check, documentation and defect notification:
 - regular inspections and recording defects;
 - documentation of identified defects, if necessary, providing photo documentation;

- in case of identified defects, warranty provisions will be checked and applied and reported to the ESM FM responsible person;
- tracking of defects in the Asset Warranties register; defects have to be compared with the Asset Warranties register (in case the defective Asset cannot be repaired or brought back into an operational mode it has to be replaced);
- notify the manufacturer of the relevant Asset about the defect in writing (including setting-up a deadline) and start the relevant remedies;
- granting of a time extension (1st warning) if the installer fails to comply with the set deadline.
- remedying defects:
 - supervision of remedy of defect on site;
 - documentation and technical approval of remedy;
 - information to the ESM that remedy is executed, documented and technically approved; and
 - updating the Asset List with the new period after the defect has been resolved;
- arranging substitute or alternative Asset, if required:
 - provision of technical input/advice for request for proposals/quotations;
 - supervision of performance of the substitute Asset on site;
 - documentation and technical approval of performance of the substitute Asset;
 - confirm to the ESM that Asset performance is technically approved (and documented);
 - commercial review of (third party) invoice, if applicable, and approval to the ESM for payment release;
 - accounting to the manufacturer, as applicable.

Building Maintenance Services

Building Maintenance Services include the following non-exhaustive tasks.

Maintenance execution

- setting, switching, controlling, steering and regulating the Assets (e.g. technical plants, equipment and systems, if not automated);
- changing major spare parts and consumables (filters, oil etc.);
- refilling consumables, if necessary;
- performing major adjustments according to and in compliance with manufacturer's instructions;
- reporting fault elimination;
- ensuring continuous adaptation of building management system and control parameters;
- optimising operating parameters for effective, low-wear, environmentally friendly and energy-saving operations;
- putting technical Assets (temporarily) in or out of order, if required and approved by the ESM; if new components must be installed by the manufacturer of the relevant Asset, the Service Provider will support where necessary;
- cleaning of all Assets and clearing-up of the site, following completion of any maintenance works.

Inspections execution

- scheduling the inspections based on the Annual Maintenance Plan;
- planning and coordinating with regards to the execution of legally and officially prescribed periodic statutory inspections of technical Assets;
- accompanying external experts and inspection agencies, if necessary, and representing the interests of the ESM during such statutory inspections;
- providing proof to the ESM that the statutory inspections have taken place;
- managing remedial actions, i.e. co-ordination of fault elimination or improvements, as indicated in any inspection reports;

- recordkeeping, including all correspondence, certificates, approvals and proof of testing etc. and other documentation relating to the Assets and activities undertaken.

Specialised Reactive Works and Repairs

- performing inspections of the repair and preparing the necessary works;
- repairing of the Asset and conducting a trial run;
- controlling of the repair process, including functional inspection of the system;
- notifying the work completion to the ESM;
- documenting the work performed, including acceptance protocol of the repair, cost description and identification of optimisation potential.

1.3 24/7 Out-of-Hours Services

Typical Out-of-Hours Services will include the following non-exhaustive tasks:

- receiving, logging, forwarding (if necessary) and following-up of all notifications; including responses to faults or alerts, as generated either by individual people or by the building management and control system (system which automatically interacts with HVAC, light etc. and generates failures or information for the building operator) according to the defined workflows and priorities;
- categorising of notifications according to the SLA priorities and response time, and resolving issues according to their priority;
- forwarding alerts to first aid and emergency services, where applicable (e.g. police, firefighters).