


<p>European Stability Mechanism</p> 
<h2>Request for Proposal</h2>
<p>Ref. No.: IA/05/CA/MC/21</p>
<p>Provision of Construction Audit Services</p>
<p>26/03/21 Revised in red 12/04/21 (Q&A #1)</p>

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1 Introduction

1.1 The European Stability Mechanism

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

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

Neither Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014, nor Regulation (EU, Euratom) 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.

1.2 Overview of this RFP

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

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

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

1.3 Overview of the Procurement Requirement

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

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

The Agreement to be awarded as a result of this procurement procedure will have a duration until the new building for the ESM is built, fully operational, free from defects, and all related documentation and invoices have been approved and the ESM has moved in. It is estimated that the building will be completed and handed over in Q1 2028. The planned move into the building is expected in early Q2 2028.

2 RFP Content

The RFP package consists of the following documents:

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

3 The RFP Process

3.1. Type of Procurement Procedure

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

3.2. Procurement Process Steps and Timelines

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

No.	Procurement Process Steps	Timeline
1.	Publication of the Contract Notice and the RFP	26/03/21
2.	Deadline for submission of clarifications/questions on the Contract Notice and the RFP (including any questions or change proposals to the ESM Draft Agreement in line with Section 3.7 of the RFP).	13/04/21 11:00 hrs (local Luxembourg time)
3.	Response to the clarifications/questions on the Contract Notice and the RFP	Regularly

No.	Procurement Process Steps	Timeline
4.	Deadline for submission of Proposals	27/04/21 11:00 hrs (local Luxembourg time)
5.	Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal	25/05/21
6.	Agreement's target commencement date	21/06/21

3.3. Eligibility, Exclusion, Selection and Award Criteria

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

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

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

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

In order to assess 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).

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		
Selection Criteria	Economic and financial standing	Pass / Fail
	Technical or professional ability	Pass / Fail
	Authorisation and suitability to carry out the relevant professional activity	Pass / Fail

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

The Proposals submitted by the Candidates will be evaluated, in accordance with the following award criteria.

AWARD CRITERIA			
QUALITY	%	PRICE	%
Team and organisation	30%	Price*	30%
Methodology	25%		
Data location, information & IT security	15%		
Score available	70%		30%
Total Score 100%			

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

$$\text{Candidate's Commercial Score} = \frac{\text{Lowest offered Average hourly rate}}{\text{Candidate's Proposed Average hourly rate}} \times \text{Maximum Price score (i.e. 30)}$$

The Agreement will be awarded to the Candidate whose Proposal best meets the award criteria on the basis of the best price-quality ratio.

3.4. The ESM "Sole Contact" Details

Commercial, Legal and Procurement
European Stability Mechanism
6a, Circuit de la Foire Internationale
L-1347 Luxembourg
Email: procurement@esm.europa.eu
Attention: Marion Courbis

Unless notified otherwise, the person indicated above will be the Candidates' single point of communication with the ESM for the duration of this procurement process ("**ESM Sole Contact**").

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

3.5. Clarifications of the RFP

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

- Queries can be raised to the ESM Sole Contact as identified in this RFP.
- Queries can be raised on any matter in this RFP, including the Annexes. However, the ESM reserves the right not to answer any particular query.
- The ESM will endeavour to respond to all queries and issue responses in a timely and professional manner. The ESM reserves the right not to answer any queries received after the deadline for submission of the queries has passed.
- 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.
- If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide response to that Candidate only.

3.6. Notification of the ESM's decision

The ESM will notify in writing its decision to advance or not advance the Candidate's Proposal. The notification is sent by electronic means at least fifteen (15) business days prior to the signing of the Agreement by the ESM.

3.7. Agreement

The ESM draft Framework Agreement enclosed as Annex 4 to this RFP ("**ESM Draft Agreement**") will form the agreement between the ESM and the selected Candidate. The ESM views the ESM Draft Agreement to be fair and balanced and expects that Candidate will agree to it without reservation.

If Candidates would like to propose any changes to the ESM Draft Agreement they must provide a counter-proposal and a clear explanation why they consider the proposed change necessary prior to the deadline for submission of clarifications/questions on the RFP as provided in Section 3.2 of this RFP. The ESM will not accept any changes to the ESM Draft Agreement received after the deadline for submission of clarifications/questions on the RFP as provided in Section 3.2 of this RFP. The ESM will also not accept any substantial revisions/redrafting of the ESM Draft Agreement.

Regarding any changes to the ESM Draft Agreement received prior to the deadline for submission of clarifications/questions on the RFP as provided in Section 3.2 of this RFP, the ESM will consider such changes and issue a revised ESM Draft Agreement, if the ESM, in its sole discretion, considers any changes appropriate and if such changes are permissible in light of the general principles of ESM procurement. For the avoidance of doubt, the ESM is not obliged to make any changes to the ESM Draft Agreement.

By submitting a Proposal, Candidates accept the ESM Draft Agreement (revised by the ESM as may be the case) without reservation and acknowledge that their own framework agreements, contracts or terms and conditions will not apply. While there may be some room for further discussion with the preferred Candidates, there will be no negotiations of the terms of the ESM Draft Agreement after the deadline for submission of the Proposals. Any potential changes to the ESM Draft Agreement after the deadline for submission of the Proposals, if at all possible and agreeable to the ESM, will be minimal in order to ensure equal treatment of all Candidates during the procurement procedure.

4 Terms and Conditions of the RFP

4.1 Rights of the ESM

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

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

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

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

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

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

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

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

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

4.2 Cost of Participating in the Procurement Process

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

4.3 Materials and Documents

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

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

4.4 Validity of the Proposal

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

4.5 Compliance with Law

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

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

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

4.6 Trade Name, Logo and Marks

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

4.7 Confidentiality

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

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

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

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

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

4.8 Involvement of Third Parties

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

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

- a) a clear description of the proposed consortium, its organisational hierarchy and structure, the names of all consortium members and the roles, activities and responsibilities of the consortium leader and each consortium member;
- b) a document authorising the consortium leader to act on behalf of the consortium member(s) (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.

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

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

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

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

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

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

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

4.9 Transfer of Undertakings

The Candidates acknowledge and accept the possibility that if they are awarded the Contract, the Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to,

Articles L.127- 1 to L.127-6 of the Luxembourg Labour Code as amended from time to time (collectively the “Regulations”). Consequently, the Candidates acknowledge and accept the possibility that if they are awarded a Contract the staff employed by the existing service provider performing the services to the ESM (the “Employees”) may, if necessary, be taken over and/or transferred automatically, by the virtue of the Regulations.

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

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

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

5 Structure of the Proposal

When preparing Proposals, Candidates should observe the following:

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

Proposal Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form	Candidates are requested to provide completed, dated and signed by a duly authorised representative Annex 2 Section 3 – “Cover Certification Form”	Fully scanned copy with signature in PDF

2.	Declaration on the Candidate's Exclusion Criteria, Economic, Financial and Operating Capacity and Absence of Conflict of Interest	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative Annex 2 Section 1 – “Declaration on the Candidate's Exclusion Criteria, Economic and Financial Capacity and Absence of Conflict of Interest”)	Fully scanned copy with signature in PDF
3.	Non-Collusion Declaration	Candidates are requested to submit completed, dated and signed by a duly authorised representative Annex 2 Section 2 – “Non-Collusion Declaration”	Fully scanned copy with signature in PDF
4.	Selection Criteria	Candidates are requested to address the requirements under the selection criteria listed in Annex 3	Fully scanned copy with signature in PDF
5.	Technical Proposal	Candidates are requested to address the requirements under the quality award criteria listed in Annex 3 in compliance with the Terms of Reference provided in Annex 1. Candidates are requested to submit their technical proposal as a separate attachment within the Proposal submission email.	Fully scanned copy with signature in PDF
6.	Commercial Proposal	Candidates are requested to address the requirements under the price award criteria listed in Annex 3 in compliance with the Terms of Reference provided in Annex 1. Candidates are requested to provide commercial proposal as a separate attachment within the Proposal submission email.	Fully scanned copy with signature in PDF and a writable Excel version

6 Submission of the Proposal

Proposals must be submitted no later than by the “**Deadline for submission of Proposals**” specified at point No. 4 of the **Procurement Process Steps and Timelines** table in Section 3.2 of this RFP and must be submitted via email to:

Email: procurement@esm.europa.eu

Ref. No.: **IA/05/CA/MC/21**

Attention: Marion Courbis

Only Proposals received through these means will be accepted.

Annex 1

Terms of Reference

1. Overview of the Requirements

The European Stability Mechanism (the “**ESM**”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law, with its seat and principal office at 6a, Circuit de la Foire Internationale, L-1347 Luxembourg (the “**ESM Building**”). 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 aims to design and construct a new building on a specified plot of land in Luxembourg Kirchberg district, and to set up effective and efficient management and operations for it, in collaboration with the State of Luxembourg, ABP (*Administration des Bâtiments Publics*), and FUAKE (*Fonds d'urbanisation et d'aménagement du Plateau de Kirchberg*) (“**Construction Project**” or “**Project**”) ¹.

In this context, ESM needs to procure specialist audit services for this Project (“the **Services**”).

The ESM intends to conclude a framework agreement (also called “**contract**”) with a single provider (“**Service Provider**”) for the same duration of the Project and until the ESM moves into the new building.

2. Background

The ESM currently uses approximately 85% of the portion of the KUBIK property available for rent and it occupies 100% of the available office space. The ESM currently rents a total of 131 parking spaces within the KUBIK property and in the nearby Auchan shopping mall parking space.

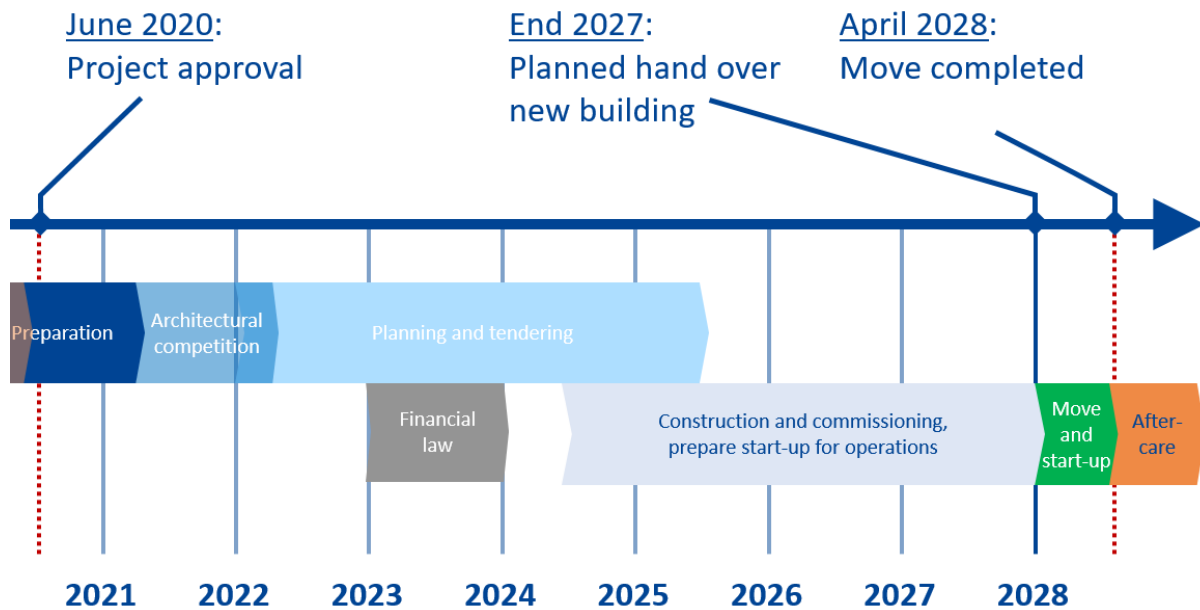
The new building is aimed to have a gross floor area (“**GFA**”) of about 19,500 m², and 13,300 m² usable area (UA) and an underground parking area (the “**ESM building**” or “**New building**”).

At the same time (subject to approval by the relevant Luxembourg authorities, including Luxembourg Parliament), the State of Luxembourg will construct, pay, own and use another, separate building (the “**Luxembourg building**”) on the same plot of land, as office area for its own purposes, which will be built closely in line with the ESM’s standards and requirements.

The total size of the new buildings (ESM building and Luxembourg building) is set at up to about 26,500 m² GFA. The construction of the new buildings will ensure an adequate utilisation of the available surface on the plot of land currently reserved for the ESM. The exact layout will be determined in the course of the planning phase, notably in order to take into account a potential re-integration of the Luxembourg building into the ESM building in the future.

The below preliminary and high-level timeline gives an overview on the planned next steps:

¹ A feasibility study for the Project already exists and can be taken as the basis for further planning. The feasibility study compiled in a “Design Brief” and other relevant documents will be shared with the Selected Provider.



2.1 New Building Concept

With the New building the ESM aims, within the agreed budget framework, to achieve the best overall value for money, bearing in mind the life-cycle, cost efficiency and effectiveness, and without compromising the quality of the New building.

The ESM aims to implement a smart building with a high level of automation, allowing for a collaborative and interactive working approach in a highly innovative environment that will consider the requirements and needs of its future occupants and operators.

This requires an integrated design and management/operation process following BIM (Building Information Modelling and Management) principles intended to create, manage and operate a highly efficient building that achieves the best balance between ecological, economical, and social objectives. In particular, effective and efficient operation as well as the building's energy, environmental and acoustic performances are important.

2.2 Project execution model

The ESM foresees a Project execution model with the ABP in the role of the project owner (*"maître d'ouvrage/Bauherr"*) and the ESM as a client and future owner of the ESM building.

As a project owner, the ABP will be responsible for conducting all processes related to design and construction of the building, based on the ESM requirements, including the conduct of the related tender procedures in compliance with the applicable public procurement regulations.

At the start of the Construction Project, a general planner will be selected via an architectural competition. The other contractors will be tendered by the ABP and announced after the conceptual design or after the execution of the planning phase.

Appropriate agreements will be concluded between the ESM and the relevant Luxembourg authorities with regards to the integration of the ESM in the Project and its decision-making authority, and the setting up of the approval procedures. Agreements will be also concluded between the still to be defined relevant third parties (e.g. contractors) on costs and pricing models, timelines, quality requirements etc.

The ESM has appointed two providers who will fully manage and monitor the Project on the ESM side within the agreed framework with the Luxembourg authorities. These providers are responsible for

defining quality gates and metrics that will allow the ESM to perform quality and other checks, and reach the objectives of the Project.

One provider is delivering Internal Project Management services (IPM) and the other Construction Project Management Consultancy services (CPM).

The Project will be executed in three languages (English being the working language of the ESM, German and French being the languages used by the Luxembourg authorities and their contractors). All formal and informal communication of the Service Provider with the ESM will be in English. Thus the knowledge of the three languages will be considered as a strong advantage for the Service Provider's team.

2.3 Project Organisation

To conduct the Construction Project, external and internal resources will be required. The ESM has appointed a Project sponsor and a Project executive. The ESM is dedicating one full-time person (an FM expert) for the duration of the Project.

The ESM has set-up a building task force (BTF) and building steering committee (BSC). A user group (UG) within the ESM will be also formed to provide feedback on some requirements, e.g. when it comes to future occupation planning and it will act as “sounding boards” to reflect on certain concepts, etc.

The Project organisation is illustrated in the diagram below:

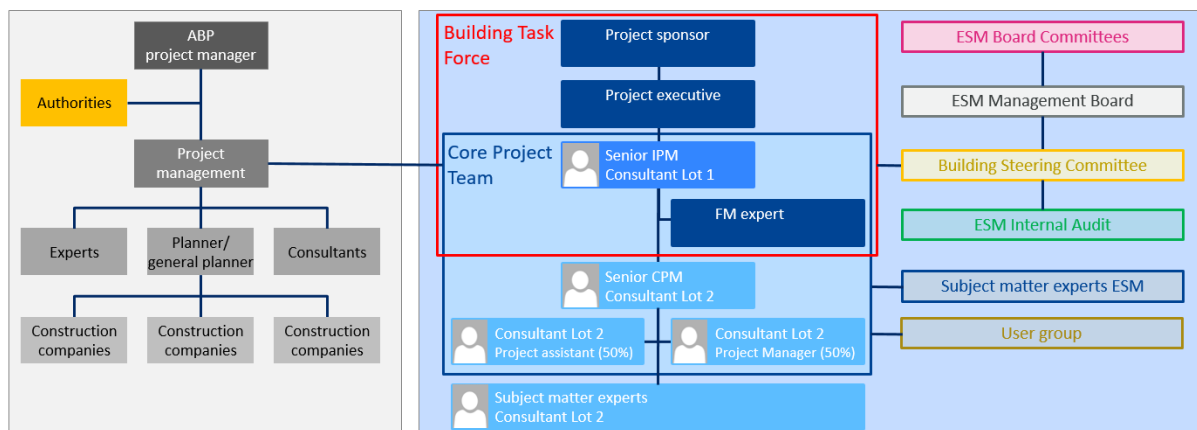


Figure 2: Project Organisation

The provider acting as an IPM is providing one full-time dedicated Senior IPM. The Senior IPM reports to the Project executive, the BTF, the BSC and the ESM Management Board (MB).

The provider acting as a CPM is providing one full-time dedicated person (the Senior CPM) and two part-time (50% each) resources: a Project manager and a Project assistant (the “CPM team”). Further, it will provide subject matter experts who will be available throughout the Construction Project on a “need-be” basis. The Senior CPM will report to the IPM and the ESM FM expert, and to the BTF if requested.

The **Core Project Team** (CPT) will consist of the Senior IPM, the ESM FM expert, and the CPM team.

3. Objectives of the Project

The ultimate objective of the Construction Project is to design, build and take into full operation and free of defects the New building, in line with the ESM's values and requirements.

With regards to the Project execution model, the ESM has the following objectives:

- Delivering the New building in line with the set requirements and budget, while at the same time minimising risks related to deadlines and costs.
- Limited impact on ESM Facility Management (FM) team ‘business as usual’ operations.

The Construction Project will be conducted in compliance with the AHO¹ standards and regulations. The IPM and CPM will manage and perform all project management and subject matter expert tasks within the remit of the ESM's responsibility throughout the following planned stages of the Construction Project:

- I. Initiation & Concept Phase
- II. Planning & Design Phase
- III. Procurement Phase
- IV. Construction Phase
- V. Close-Out Phase

Furthermore, the IPM and the CPM team will manage the ESM's move into the New building, and the establishing of effective and efficient management and operations of the New building.

All tasks have to be provided in line with ESM applied practices and governance, involving the relevant stakeholders such as the BTF, BSC, the MB, and ESM divisions and teams such as: Business Strategy and Project Management, Risk and Compliance, Finance and Control, Commercial Legal and Procurement, etc.

4. Description of the Services and Deliverables

4.1 Description of the Services

The objective of this procurement procedure is to identify a Service Provider able to assist ESM Internal Audit in the provision of audit services for the project / governance structure of the Construction Project. The services should generally follow the internal audit best practices and standards found in the International Professional Practices Framework (IPPF) and apply the ESM's internal audit methodology.

At the start of each contractual year, a preparation meeting will be held between the Service Provider and the ESM to define and agree on the audit plan for the upcoming year.

The audit plan will list the audit assignments to be performed in the next twelve months, a description of what is to be audited, a timeline for each audit assignment and the names of the Consultant(s) assigned to each audit assignment.

An Implementing Contract detailing the work to be performed will be signed between ESM and the Service Provider.

Upon signature of the Implementing Contract, the Service Provider will deliver the various audit assignments agreed. For each audit assignment a set of deliverables will be drafted by the Service Provider and presented to the ESM for review and questions to address deficiencies in various reports.

The Service Provider will be responsible for the following tasks:

- Provide expert building knowledge in the context of audit services by identifying relevant audit assignments for the Project.
- Attend all meetings as listed in section 4.5 below and other ad-hoc meetings if requested by ESM.
- Draft all deliverables listed in section 4.2 below, and revise them if requested by the ESM until a final version is agreed between ESM and the Service Provider.
- Perform all audit assignments agreed with ESM.
- Provide skilled and qualified consultants to perform the audit assignments. If a consultant becomes unavailable, the Service Provider will promptly identify a replacement consultant.

¹ „Ausschuss der Verbände und Kammern der Ingenieure und Architekten für die Honorarordnung e.V.“ - [Homepage](#)

4.2 ESM's Internal Audit methodology

The Service Provider will provide the services using the ESM's Internal Audit methodology, described in the Internal Audit Manual which will be shared upon contract signature.

The Service provider will draft all Deliverables listed below using the ESM' templates.

ESM Internal Audit will review all deliverables prepared by the Service Provider.

4.3 Deliverables

The Service Provider will be required to submit the following deliverables in accordance with the below requirements:

<i>Name of deliverable</i>	<i>Description</i>	<i>Deadlines for delivery</i>
Audit plan	Following the annual planning meeting, an audit plan for the following 12 months must be prepared. The format of the audit plan will be agreed between ESM and the Service Provider.	5 business days following the annual planning meeting.
Update of audit plan	On a regular basis, a status report on all the items listed in the audit plan must be provided.	Quarterly
Audit working papers	Audit working papers must be prepared for each audit assignment using ESM internal audit methodology.	During each audit
Audit report (first draft)	After each audit assignment, the Service Provider is required to produce an audit report using ESM Internal Audit template.	10 business days following the end of the audit fieldwork.
Close out presentation	A close out presentation (including a report and a meeting) must be performed after each audit assignment highlighting the results of the audit and the recommendations. The format of the close out presentation will be agreed between ESM and the Service Provider.	10 business days following the end of the audit fieldwork.

All delays in delivering any Deliverable will immediately trigger an escalation between the ESM Head of Internal Audit (or its delegate) and the Account Manager.

4.4 Key Personnel

The Service Provider will be required to provide a team of key personnel compliant with the below requirements:

<i>Key Personnel</i>	<i>Responsibilities</i>	<i>Requirements</i>
Account Manager	<ul style="list-style-type: none"> Point of contact between the Service Provider and the ESM Key person for escalating issues Prepare and lead the annual planning meeting. Attend close out presentations if requested. 	<ul style="list-style-type: none"> A completed degree in engineering At least 5 years of professional experience in auditing building projects Fluent in English (both written and spoken). Fluency in the other two languages used in the Project (German & French) is an advantage. Excellent writing skills

		<ul style="list-style-type: none"> Experience in drafting documentation relevant to this contract (e.g. audit reports, presentation, etc.)
Consultants (number of consultants depending on the specific audit assignments)	<ul style="list-style-type: none"> The proposed team of consultants must be able to audit any topic during the Project, this can include but is not limited to: Governance, project management, security, procurement, etc... Present the close out presentation for the audit assignments performed. 	<ul style="list-style-type: none"> A completed degree in engineering At least 5 years of professional experience in auditing building projects Fluent in English (both written and spoken). Fluency in the other two languages used in the Project (German & French) is a significant advantage.

4.5 Meetings

The Service Provider will be required to organise and attend the following meetings:

Meeting type	Meeting content and format (online, physical)	Frequency
Annual planning meeting	An annual planning meeting must be held between the Service Provider and the ESM Internal Audit to agree on the audit assignments for the year and initial planning and scope.	Upon contract signature and every 12 months thereafter (or more often if updates to the audit plan are needed)
Kick-off meeting	A kick-off meeting before the start of each audit assignment in order to agree on the audit scope, timeline and specific methodology.	Upon commencement of each audit assignment.
Update meetings	Regular update meeting with the ESM Internal Audit function and other stakeholders (auditee)	Weekly or more regularly if required during an audit assignment.
Close out meeting	A close out meeting should be performed after each audit assignment highlighting the results of the audit and the recommendations. The close out presentation will be presented during this meeting.	At the end of each audit assignment.

The Service Provider will take minutes of all such meetings and will provide a copy to the ESM within 5 business days of the date of the meeting. Unless agreed otherwise, meetings will take place at the ESM premises (to the extent possible and permitted under the current COVID-19 situation).

4.6 Place of Services

The Service Provider's personnel will report to the ESM Head of Internal Audit. The ESM will provide the Service Provider's team with an office space and ESM system access. The Service Provider will equip the consultants/project team with functional laptops with appropriate software to enable all day-to-day activities related to the delivery of the Services.

The ESM expects that the key personnel will be required on-site at the ESM as agreed depending on each specific assignment (to be agreed at the start of each specific audit assignment) (to the extent possible and permitted under the current COVID-19 situation).

4.7 KPIs

KPI #	KPI name	KPI target	KPI frequency	KPI measure
1	Audit report (first draft)	Received by the ESM within 10 business days after the end of the audit fieldwork	Every 12 months	If more than 1 audit report from all audit reports out of the previous 12 months is late, a discount of 2% will apply to the following invoice.
2	Close out presentation	Received by the ESM within 10 business days after the submission of the audit report (first draft).	Every 12 months	If more than 1 close out presentation from all close out presentations out of the previous 12 months is late, a discount of 2% will apply to the following invoice.
3	Quality of deliverables	Deliverables are meaningful, well written and require reasonable re-draft by the ESM on the content.	Every 12 months	If 2 redrafts are requested by ESM due to poor drafting or irrelevant content in any of all the deliverables provided out of the previous 12 months, a discount of 2% will apply to the following invoice.
4	Quality of consultants	Consultants are knowledgeable both in the topic audited and in the audit field.	Every 12 months	If 2 escalations are made by ESM to the Account Manager about the quality of consultants out of the previous 6 months, a discount of 2% will apply to the following invoice.

Annex 2

Eligibility, Exclusion Criteria, and other required information and documents

1. Eligibility Criteria

Section 1: Declaration on the Eligibility, 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 Exclusion Criteria, Economic, Financial and Operational Capacity and the Absence of Conflict of Interest.

DECLARATION ON THE 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)¹ on behalf of [], 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 contract 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 work and tasks.
2. The Candidate has approved financial statements for the last three financial years, if a legal entity.

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

¹ Delete as appropriate.

Section 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)¹ of [NAME OF THE CANDIDATE] declare(s) the following:

I refer to the RFP Ref. No.: **IA/05/CA/MC/21**, launched by the ESM in relation to which the Candidate has submitted a Proposal.

In relation to the RFP Ref. No.: **IA/05/CA/MC/21**, the Candidate has not breached any applicable provisions of competition law or other applicable laws. In particular, the Candidate has prepared the Proposal completely independently and certifies that it has not and will not divulge, discuss or compare its Proposal 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 _____

¹ Delete as appropriate.

Section 3: Other Required Information and Documents

Cover Certification Form

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

COVER CERTIFICATION FORM**Submitted in Response to RFP Ref. No.: IA/05/CA/MC/21**

The undersigned, acting in his/her own name/acting as [a] duly appointed representative(s)¹ on behalf of [], certify that this Proposal is made without prior understanding, agreement, or connection with any other person(s) or company(ies) submitting an Proposal in this procurement process and is in all aspects fair and without collusion or fraud. I certify that I am authorised to sign this Proposal on behalf of the Candidate.

I further certify that:

- The submission of this Proposal is deemed as acceptance of all the terms and conditions of this RFP.
- The content of this Cover Certification Form, the Declaration on 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.
- When providing an attestation/confirmation in my responses and justifications to the Selection criteria such responses and justifications are true, accurate and complete.

Required Information	Response of Candidate
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Exact legal name:

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

City, Country:

Nationality or Head Office Location:

Registered office address:

Name of the authorised contact person for matters pertaining to this RFP	
E-mail:	

Name and title of representative(s) signing the Application on behalf of the Candidate:

By: **Signature (Signed)** _____

Name and Title (Typed) _____

Place and Date _____

¹ Delete as appropriate.

Annex 3

Selection and Award Criteria and Response Elements

1. Selection Criteria

The following criteria are considered the selection criteria under this RFP. Candidates are requested to address each subsection below and supply the requested elements in a correspondingly named and numbered response subsection.

2.1 Economic and financial standing

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

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

Item Number	Selection Criteria	Minimum level of capacity	Evidence
1)	The candidate must prove Economic and Financial stability necessary for the performance of the contract.	Annual turnover, global revenue of at least 1,000,000 euros in each of the last two financial years as a result of the provision of similar services as set out in Annex 1 of this RfP.	A signed declaration from the candidate confirming the ability to fulfil the minimum level of capacity required. No specific template is requested by ESM.

2.2 Technical or professional ability

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Item Number	Selection Criteria	Minimum level of capacity	Evidence
1)	The candidate must prove experience in provision of audit services for building projects.	At least 5 years of relevant experience in the provision of the Services as set out in Annex 1 to this RfP.	A signed declaration from the candidate confirming the ability to fulfil the minimum level of capacity required. No specific template is requested by ESM.
2)	The candidate must prove experience in provision of audit services for building projects.	At least 5 years of relevant experience in the provision of the Services as set out in Annex 1 to this RfP.	A list including 3 contracts relevant to the scope of this RFP. At least 1 of the contract must have been finished in the last 4 years. The list shall include details of their start and end date, total project amount and scope.
3)	The candidate must be able to provide a team of key personnel complying with the requirements of Annex 1.	As indicated in the terms of reference (Annex 1).	<ol style="list-style-type: none"> 1) A signed declaration from the candidate confirming the ability to fulfil the key personnel requirements. No specific template is requested by ESM. 2) CV for the Account Manager.

4)	The candidate must prove experience in provision of audit services for building projects.	References from two separate one clients used in the 5 3 contracts mentioned in the previous criteria.	1 written reference in the format approved by the client providing the reference.
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2.3 Authorisation and suitability to carry out the relevant professional activity

Candidates must comply with the following selection criteria in order to prove that they have the necessary legal and regulatory capacity to perform the contract.

Item Number	Selection Criteria	Evidence
1)	Candidates must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this procurement procedure.	Proof of authorisation that the candidate is authorised to perform the contract in Luxembourg.

2. Award Criteria

2.1 Quality – Technical Proposal Elements

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

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

Quality	70%
1. Team and organisation	30%
<p>Please present the team of consultants you intend to use for delivering the various audit assignments needed for this contract. You shall include a profile of the consultants and explain the type of audits they would perform for the ESM.</p> <p>Detail if you will use any third party to perform the services and if you do how these consultants will be managed.</p> <p>Explain how the consultants keep up to date with current building practices, latest trends and technologies in the building industry.</p> <p>Explain how the account manager will coordinate the team and ensure clear communication with the ESM.</p>	
2. Methodology	25%
<p>Please describe the methodology used to define which audit areas will receive primary emphasis.</p> <p>Provide an initial annual plan (12 months) based on the information available in this RFP and your experience of auditing building projects. The annual plan should include the list of audit assignments to be performed in the first 12 months of the contract, and the consultants assigned to each audit assignment.</p> <p>Please include an overview of the longer term vision of the contract and identify key audit assignments that will need to be performed beyond the first 12 months and indicate an estimated timeline for these.</p> <p>Indicate any IT tools you use in performing the various audit assignments, whether they are for communication purposes or specific tools related to the specific audit assignment.</p>	
3. Governmental Access Risk, Data Protection, IT & information security	15%
<p>The following questions should be answered concisely within a maximum of 8 pages in the context of how your own organisation implements these controls, and not how you will help the ESM implement these controls</p>	
<p>Describe your company's (including that of your subcontractor(s), if any) approach (by providing examples of operational processes, audit reviews, legal & regulatory compliance and certifications as appropriate) to securing ESM data, including personal data, and ensuring it remains confidential, its integrity is maintained, is available as required, and is destroyed if no longer required. Your response should describe the following:</p>	

<ul style="list-style-type: none"> • ITSM - describe the IT Service Management processes employed. • Encryption - in transit? At rest? Who has the key? • Audit - describe your audit schedule and provide audit reports - SOC1, SOC2 etc. • Compliance - provide evidence of ISO 27002 best practice, ISO 27001 Certification or other evidence of equivalent appropriate controls. • Data Protection - describe how you will protect our personally identifiable information and what technical and organisational measures would you implement to meet the requirements of GDPR and protect the rights of data subject (GDPR compliance, description of segregation etc.). • Governmental Access Risk <ul style="list-style-type: none"> - Will the server(s) containing ESM data be located outside the 19 countries belonging to the euro area? If yes, in which country(ies)? - 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)? - 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)? - 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)? 	
<p>Describe your company's (including that of your subcontractor(s), if any) approach to maintain service continuity including all aspects of IT and information security (as per your response to the previous criterion) during an adverse condition.</p> <p>Your response should describe the following:</p> <ul style="list-style-type: none"> • Disaster Recovery Plan • Business Continuity Plan • Testing Regime (and post-exercise reports if not covered by audit reports) • Supporting Facilities • Information Security 	
<p>Describe your company's (including that of your subcontractor(s), if any) approach to protecting services and systems against malware and your procedure for identifying and responding to technical vulnerabilities of IT systems hosting ESM information and data.</p> <p>Your response should describe the following:</p> <ul style="list-style-type: none"> • Tools - detection, prevention & recovery controls to protect against malware implemented • Processes - Security Incident Management policies and processes • Anticipation - Threat horizon reviews etc. 	

2.2 Price – Commercial Proposal Elements

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

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

Please provide a list of all key personnel to be used during the entire duration of the contract and an hourly rate for each of them as well as the average hourly.

Hourly rates must be provided for two periods:

Period 1

From the contract start until the 4th anniversary of the contract (approximately June 2021 to June 2025).

Period 2

From the end of Period 1 to the end of the agreement (approximately from June 2025 until April 2028).

The Candidate will foresee any and all possible legal indexation cost increases that may apply for the whole duration of the Contract and ensure the rates proposed include a margin to cover such potential increases.

The proposed rates will be fixed and will not be subject to revision for performing the services under an implementing contract signed under the Contract.

Consultant type	Hourly rates Period 1	Hourly rates Period 2
Account Manager	€	€
Consultant A (name the expertise)	€	€
Consultant B (name the expertise)	€	€
...		
AVERAGE HOURLY RATE	€	

For the purpose of the evaluation, the average hourly rate will be used for the financial score. The average hourly rate is the average of all hourly rates (including both Period 1 and Period 2).

Rates must be expressed exclusive of taxes and in Euros.

The hourly rates shall include all travel expenses (time, transport and accommodation), professional fees, fees related to the cost of the Framework agreement, the quality control, and other ancillary expenses.

Annex 4

ESM Draft Agreement