

<p>European Stability Mechanism </p>
<h2>Request for Proposal</h2>
<p>Ref. No.: FM17CSAG2023</p>
<p>Provision of cleaning services</p>
<p>05/02/2024</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) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (as amended) apply to the ESM. The ESM procures supplies, services and works on its own behalf and for its own account pursuant to the ESM Procurement Policy as published on the ESM website. Please refer to the ESM website for more information.

1.2 Overview of this RFP

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

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

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

1.3 Overview of the Procurement Requirement

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

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

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

2 RFP Content

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 / Non-Collusion Declaration, Annex 2 – Section 2: Section 3: Cover Certification Form / Consortium / Subcontractor letter	Attached
4.	Annex 3 – Selection and Award Criteria	Below
5.	Annex 4 – Commercial Response Template	Attached
6.	Annex 5 – ESM Draft Framework Agreement	Attached
7.	Annex 6 – KPI Overview	Attached
8.	Annex 7 – Monthly checklist	
9.	Annex 8 – Floor Plans	Attached
10.	Annex 9 – Figures and Quantities	Attached
11.	Annex 10 – SLS Overview	Attached
12.	Annex 11 – FM-support task list	Attached

3 The RFP Process

3.1. Type of Procurement Procedure

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

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

No.	Procurement Process Steps	Timeline
1.	Publication of the Contract Notice and the RFP	05/02/24
2.	Deadline for submission of clarifications/questions on the Contract Notice and the RFP (via the ESM Procurement tool) Note: comments about the legal terms will not be clarified during this Q&A period but with the preferred candidate at a later stage.	23/02/24 11:00 hrs (local Luxembourg time)
3.	Site visits	c/w 12/02/24
4.	Response to the clarifications/questions on the Contract Notice and the RFP (via the ESM Procurement tool)	Regularly
5.	Deadline for submission of Proposals (via the ESM Procurement tool)	11/03/24 11:00 hrs (local Luxembourg time)
6.	Presentations (if applicable)	25/03/24 to 29/03/24
7.	Target notification date of the ESM's decision to advance/not advance the Candidate's Proposal	06/05/24
8.	Negotiations completed (if applicable)	31/07/24
9.	Agreement's target commencement date	01/11/24

3.2. Eligibility, Exclusion, Selection and Award Criteria

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

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

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

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

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

In the event that the Candidate submits a Proposal together with a third party/-ies and/or with 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 (further detailed in Annex 3 section 2 and Annex 4) using both the written proposals and the presentation.

AWARD CRITERIA			
QUALITY	60%	PRICE	40%
1. Account management aspects and key personnel	20%	1. Ongoing services	36%
2. Methodology proposed to ensure high quality of the service	30%	2. On-demand services	4%
3. Environmental, social and governance practices	10%		
Score available	60%		40%

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

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

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

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

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

Fees must be expressed exclusive of taxes in Euros.

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

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

Candidates are requested to detail the following cost categories that will be considered during the evaluation of the Commercial Response:

1. Ongoing services:

- a) Regular cleaning
- b) Interior windows and glass cleaning;
- c) Doormat cleaning;
- d) Deep cleaning;
- e) Laundry services;
- f) FM-support services;
- g) Waste management services;
- h) Confidential waste management;
- i) Provision of consumables;
- j) Terrace seasonal set-up.

2. On-demand services

- a) Additional cleaning services;
- b) Emergency cleaning services;
- c) Additional cleaning for events;
- d) Cleaning of parking garage;
- e) Graffiti removal;
- f) Construction cleaning after renovation/rebuilding or workplace relocation;
- g) Additional FM-support services;
- h) Pest-control services;
- i) Lift & shift services;
- j) Additional waste management; and
- k) Additional confidential waste management.

3. Start –Up Phase

Weighted percentages are given to each price category in the Commercial Response Template.

Candidates are also requested to indicate several price elements in the Commercial Response Template that will be not considered during the evaluation of the Commercial Response but will be included in the Framework Agreement should the Candidate be successful:

- Optional services:
Hourly rates for overtime of additional personnel (day and night, weekend, public holiday) during weekends and public holidays

If required the ESM will obtain quotations from the Service Provider on Collection and destruction of lost and found items and Robotics services during the term of the Framework Agreement.

All fees provided in the Commercial Response Template will also apply to part of the Services performed by subcontractors. The ESM will not pay any additional fees for using subcontractors.

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

3.3. The ESM Contact Details

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

Attention: Asta Gerhardt

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

3.4. Clarifications of the RFP

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

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

3.5. ESM site visit

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

The ESM envisages to schedule the ESM site visits during the week of 24/01/2024. The ESM will directly contact Candidates to arrange the site visits in advance. Note that ESM site visit is compulsory for the Candidates.

3.6. Presentations

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

The ESM will coordinate the schedule of presentations promptly after the release of the RFP. These will likely occur in person at the ESM offices however if this is not feasible, presentations via video conference will also be allowed. Candidates should ensure that qualified personnel are available during this period to present the case study and to answer questions from the ESM. Presentations are anticipated to take place over one hour.

The ESM envisages to schedule the presentations between the 25/03/24 and 29/03/24. The ESM will contact Candidates to arrange the meetings.

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

3.7. Due Diligence Elements

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

3.8. Negotiations

The ESM may at its sole discretion either award the Framework Agreement on the basis of the initial Proposal or negotiate with one or several Candidates who best meet the award criteria in order to bring their Proposals in line with the ESM's requirements. The ESM conducts the negotiations in accordance with the ESM Procurement Policy. By submitting a written proposal to this Request for Proposal, Candidates commit themselves to comply with the negotiations timeline presented in the Section 3.1.

3.9. Notification of the ESM's decision

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

3.10. Contract Terms and Conditions

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

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

4 Terms and Conditions of the RFP

4.1 Rights of the ESM

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

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

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

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

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

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

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

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

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

4.2 Cost of Participating in the Procurement Process

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

4.3 Materials and Documents

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

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

4.4 Validity of the Proposal

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

4.5 Compliance with Law

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

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

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

4.6 Trade Name, Logo and Marks

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

4.7 Confidentiality

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

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

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

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

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

4.8 Involvement of/Reliance on Third Parties

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

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

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

If the 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 Framework Agreement.

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

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

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

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 Framework Agreement, 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

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

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

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

5 Structure of the Proposal

When preparing Proposals, Candidates should observe the following:

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

Proposal Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to provide completed, dated and signed by a duly authorised representative Annex 2 Section 2.1 – “Cover Certification Form”	Fully scanned copy with signature in PDF
2.	Declaration on the Candidate’s Exclusion Criteria, Economic, Financial and Operating Capacity and Absence of Conflict of Interest Upload in the ESM Procurement tool	Candidates are requested to submit completed, dated and signed declaration, signed by a duly authorised representative Annex 2 Section 1.1 – “Declaration on the Candidate’s Exclusion Criteria, Economic and Financial Capacity and Absence of Conflict of Interest”)	Fully scanned copy with signature in PDF

	under: TECHNICAL ENVELOPE		
3.	Non-Collusion Declaration Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to submit completed, dated and signed by a duly authorised representative Annex 2 Section 1.2 – “Non-Collusion Declaration”	Fully scanned copy with signature in PDF
4.	Selection Criteria Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to address the requirements under the selection criteria listed in Annex 3 section 1	Fully scanned copy with signature in PDF
5.	Technical Proposal Upload in the ESM Procurement tool under: TECHNICAL ENVELOPE	Candidates are requested to address the requirements under the quality award criteria listed in Annex 3 section 2 in compliance with the Terms of Reference provided in Annex 1.	Fully scanned copy with signature in PDF
6.	Commercial Proposal Upload in the ESM Procurement tool under: FINANCIAL ENVELOPE	Candidates are requested to address the requirements under the price award criteria listed in Annex 4 in compliance with the Terms of Reference provided in Annex 1.	Fully scanned copy with signature in PDF and a writable Excel version

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

These forms must be uploaded in the **ESM Procurement tool under the TECHNICAL ENVELOPE.**

6 Submission of the Proposal

Proposals must be submitted in the [ESM Procurement tool](#) no later than by the “**Deadline for submission of Proposals**” specified at point No. 4 of the **Procurement Process Steps and Timelines** table in Section 3.1 of this RFP.

Only Proposals received through these means will be accepted.

Annex 1 Terms of Reference

1. Background and Overview of Requirements

1.1 Background

The European Stability Mechanism (the “**ESM**”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law, with its seat and principal office at 6a, Circuit de la Foire Internationale, L-1347 Luxembourg (the “**KUBIK Building**” or “**Building**”). Its purpose is to ensure the financial stability of the euro area as a whole and of its Member States experiencing severe financing problems by providing financial assistance through a number of instruments.

The ESM currently rents the underground, ground, first and second floors of the KUBIK Building, and some storage and archive areas on the first and second underground floors. The total rented area is approximately 9,374 m² (the “**Existing Area**”) and provides about 300 workspaces, 20 meeting rooms (capacity of 2-80 persons), a conference area (capacity of 200 persons on the first underground floor), language rooms, interview room, and a creative/project area. In addition, there is a staff restaurant located on the ground floor with a terrace, and tea kitchens on the underground, ground, first and second floors. There are gym facilities, nursing room and a quiet break room located on the first underground floor and several functional rooms (i.e., server / technical, sanitary, small storages, UPS etc.) located throughout the KUBIK Building. Floor plans of the area can be found in Annex 8 “Floor plans” and measurements in Annex 9 “Figures and Quantities”.

The ESM requires the services of a single provider to provide cleaning and other related services to the ESM (the “**Service Provider**”). The ESM anticipates that the Service Provider selected following this procurement procedure will be required to commence providing the cleaning services to the ESM in Q4 2024.

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

The role of the Service Provider is not to only maintain business continuity of the Services, but also to add value in standardizing and improving the quality of the Services (e.g., to be proactive in identifying and delivering efficiencies).

1.2 Overview of Services

The ESM will award a framework agreement to a single Service Provider for the provision of the Services (the “**Framework Agreement**”) for a period of four years. The Service Provider will provide end-to-end cleaning and other related services with adequately trained personnel.

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

1. Ongoing services:

- a) Regular cleaning
- b) Interior windows and glass cleaning;
- c) Doormat cleaning;
- d) Deep cleaning;
- e) Laundry services;
- f) FM-support services;

- g) Waste management services;
- h) Confidential waste management;
- i) Provision of consumables;
- j) Terrace seasonal set-up.

2. On-demand services

- a) Additional cleaning services;
- b) Emergency cleaning services;
- c) Additional cleaning for events;
- d) Cleaning of parking garage;
- e) Graffiti removal;
- f) Construction cleaning after renovation/rebuilding or workplace relocation;
- g) Additional FM-support services;
- h) Pest-control services;
- i) Lift & shift services;
- j) Additional waste management services; and
- k) Additional confidential waste management.

3. Optional services

- a) Collection and destruction of lost and found items;
- b) Robotics services.

4. Start –Up Phase

In addition, the Service Provider will perform administration, reporting and meeting tasks, all described in detail in Section 9. Reporting and Document Filing and Section 10. Meetings. All Services are required to be carried out according to the applicable Luxembourgish and industry-accepted standards and best practises.

The estimated figures and quantities of Services are set out in Annex 9 “Figures and Quantities”.

Provider will be required to use ESM digital tool (“Service Now”) to receive and respond to the tickets (also see section 5.3 below). For that purpose, the provider will ensure that minimum two people from the team, from operations, have access to the ticketing tool, as well as the manager assigned to coordinate the ESM Framework Agreement. These provider’s employees will be issued with mobile phones to allow for efficient reaction. In addition, not as a mandatory requirement, but if it helps provider’s efficiency, the provider should propose a solution e.g., an iPhone application which allows the Service Provider to manage more effectively their teams and the daily work at the ESM e.g., provide daily cleaning schedules, etc. The application should also provide reports and statistics, which would help to meet the reporting requirements.

1.3 Operational Information

a) Interface to the catering provider

The ESM catering provider is responsible for the professional cleaning of the kitchen area, the kitchen equipment, and the waste storage (the areas where food is stored, prepared and disposed). All other areas around or connected with the canteen for example, but not limited to: terrace, dining area, executive dining rooms, kitchenettes, catering providers personnel room, changing rooms, sanitary rooms, recycling units, will be cleaned by the Service Provider. The Service Provider will have to coordinate the adequate usage of cleaning products with the catering provider.

The Service Provider will be responsible for the cleaning of the terrace and terrace furniture and for opening/closing and installing/storing the sun umbrellas (see section 2.1.j. below).

b) Other matters

The ESM office hours are from 6 am to 8 pm on the ESM working days¹, from Monday to Friday, which includes extended opening hours to facilitate the Building cleaning etc. as well as for late-working.

The floor plans of the Building are provided in Annex 8 “Floor Plans”.

2. Description of Services

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

To the extent permitted under the ESM Procurement Policy, the ESM may from time to time require new cleaning or other related Services, which are not initially provided by the Service Provider, or to modify the 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 an on-going basis. Those services include:

- regular cleaning (section a. below),
- interior windows and glass cleaning (section b. below),
- doormat cleaning (section c. below),
- deep cleaning (section d. below),
- laundry services (section e. below),
- FM-support services (section f. below),
- waste management services (section g. below),
- confidential waste management (section h. below),
- provision of consumables (section i. below),
- terrace seasonal set-up (section j. below).

The ongoing services must be performed by the Service Provider in a result-oriented manner. For each service category the recommended minimum service interval is specified in Annex 10 “SLS Overview”. It is in the responsibility of the Service Provider to increase the cleaning intervals as necessary to ensure office cleanliness.

The results of the provision of the ongoing services will be measured through a monthly evaluation using the checklist provided in Annex 7 “Monthly checklist” and spot checks of the cleaning. The evaluation results will be included in the KPI performance evaluation, as further described in section 6 below.

a. Regular cleaning

Cleaning has to be completed before 8:30 am each working day. Exceptions have to be addressed to the ESM’s responsible person (especially if the service might interfere with an unobstructed operation of the ESM’s daily business) and approved by the ESM.

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.

Cleaning schedule*		
Morning	6:00 am – 8:00 am	in line with service level 1 ²
Morning	9:30 am – 11:30 am	In line with service level 1, fitness area and sanitary rooms -1, all stairs, nursery room
Afternoon	1:00 pm – 3:00 pm	In line with service level 1, sanitary rooms ground floor, 1 st and 2 nd floor
Afternoon	3:00 pm – 4:30 pm	In line with service level 1, fitness area and sanitary rooms -1

*Note: This schedule might be subject to change, depending on the ESM needs

Regular cleaning is periodic repeated cleaning, according to the Service specifications defined by different Service levels below, which are specific for different room-categories. Regular cleaning includes daily cleaning, such as routine attendance by the regular cleaning staff to maintain office cleanliness to the pre-agreed standards on a daily basis.

Parts of the regular cleaning will entail the following non-exhaustive tasks:

- The cleaning of all surfaces, where visible dirt and dust has to be removed, regardless of the defined frequencies;
- Emptying litter bins and ashtrays at the (exterior) building entrance space;
- Removal of dust;
- Removal of stains and stripes on the floors and walls;
- Removal of coffee stains;
- Removal of spider webs; and
- Removal of finger prints.

The above tasks apply to, but are not limited to, the following surfaces:

- Floor surfaces:
 - Floor surfaces (carpets, hard floors, parquet, tiles, etc.);
 - Skirting boards, corners, edges or side protectors;
 - Under movable furniture.
- Wall and other surfaces:
 - Walls;
 - Wall connections, doors, door frames;
 - Door handles, light switches, electrical sockets;
 - Lifts, stair rails,
 - Fixed or suspended lights or luminaires in the accessible areas.
- Equipment surfaces:
 - Furniture (chairs, tables, shelves, worktops, cupboards, partitions, desks, writing and meeting tables, mobile pedestals, whiteboards, etc.);
 - Technical equipment (fire extinguishers, first aid kits, defibrillators, etc.);
 - Radiators, heating pipes;
 - Information signs, blackboards or flipcharts;
 - Picture frames and wall decorations;

² The ESM has three service levels, the standard level required is service level 1 and further details will be disclosed at the later stage.

- Accessories, floor lamps, umbrella stands, hat stands;
- Litter bins.
- Glass surfaces:
 - Glass walls, glass doors;
 - Glass elements, glass railings, glass surfaces including cladding, frames, folds, stops and corners.

When cleaning the floor surfaces, a distinction is to be made between two types of floors. The hard floor (such as parquet, natural stone, artificial stone, ceramic tiles, etc.) and the carpet. On hard floors, any stains (drinks, footprints, etc.) must be removed during regular cleaning. On carpets, stains that can be removed without special cleaning (stains up to a single size of 1 square decimetre and no more than 5 stains on a continuous surface of 1 square metre) must be removed during regular cleaning. As soon as the Service Provider needs to use additional machines or equipment to remove stains, this will be announced to the ESM and done during the deep cleaning or ordered as cleaning Service on-demand.

In the case of desks/work tables, only the cleared and visible area is to be cleaned. Moving or laying documents by the Service Provider's personnel is not permitted and required.

b. Interior windows and glass cleaning

Window and glass cleaning will entail the following non-exhaustive tasks:

- Complete cleaning of glass areas (partition walls, doors etc.);
- Cleaning of windows (inside glass surface only);
- Cleaning of the "Dome" (inside roof window cleaning);
- Cleaning of movable and fixed frame elements and where also applicable, windowsills,
- Cleaning of glass elements, glass railings, glass surfaces including cladding, frames, folds, stops and corners.

In case of soiling, the Service Provider will immediately provide rectification. Desks, windowsills, and radiators are not allowed to be stepped upon, to reach the glass surfaces.

c. Doormat cleaning

Doormat cleaning will entail the following non-exhaustive tasks:

- Vacuuming of doormats (on-site);
- Monthly professional cleaning of doormats (off-site); and
- Annual replacement of doormats.

For each monthly cleaning cycle, clean doormats will be always placed at the defined areas and the dirty ones will be removed and cleaned professionally off-site.

d. Deep cleaning

Deep cleaning is a more intense cleaning than the regular cleaning and contains the following non-exhaustive tasks:

- Deep cleaning of hard compounds (stone surface, but not wooden surfaces);
- Deep wet cleaning of textile floors/carpets and removal of marks; and
- Deep cleaning of floor and wall tiles in bathrooms.
- Deep cleaning of terrace floor tiles and furniture

For deep cleaning, the Service Provider will use care products which protect the surfaces and reduce the effort of the regular cleaning.

The terrace and its furniture must be deep cleaned at least once per a year, typically in April or May, as agreed with the ESM, or more frequently if needed to maintain it in good condition, especially during the season while it can be used (see section j. for details)

e. Laundry services

Laundry services contain the following non-exhaustive tasks:

- Washing, ironing and folding of tea and terry towels;
- Washing, ironing, and folding of bedclothes in the nursery room (pillowcases, blankets, duvet covers, etc.).

f. FM-support services

The FM-support activities (for the FM Team of the ESM) requires two full-time day people for housekeeping (full-time-equivalent, meaning 40 hours per week during normal working time, including adequate cover during holidays and other reasons of absence (“FTE”). The back up in case of absences will be provided on the first day of absence.

These two FTE are intended as multi-purpose workers for several ongoing and on-demand Services. The Services on-site have to be provided in a flexible way according to the daily requirements, meaning that there are some activities that have to be performed every day and others that are provided as required. Any details concerning these activities will be determined by the ESM in consultation with the Service Provider.

The main FM-support personnel’ responsibilities consist of the following non-exhaustive tasks:

- Providing coffee and meeting-room refreshments (on average, there are 3-4 meetings per day);
- Setting up meeting-room layouts requested via the ESM ticketing tool Service Now;
- Ordering and receiving defined deliveries (e.g., consumables and cleaning equipment);
- Reporting damages to the ESM FM Team responsible (as required);
- Handling ad hoc requests;
- Minor cleaning and other services (e.g., tidying up of the dining room, coffee corners and kitchenette areas, cleaning and tidying up dishes, supervision of deliverymen, refilling of consumables offered in kitchenettes and cleaning of fridges and fruit bowls, etc.); and
- Reactive duties in response to the tickets raised in the ESM ticketing tool/ by call/by mail.

FM-support schedule		
Early shift	07.30 am – 4.30 pm	1 h break included
Late shift	10.00 am – 7.00 pm	1 h break included

The FM-support personnel’ responsibilities and schedule may be adjusted from time to time by the ESM, subject to the ESM consultation with the Service Provider.

The ESM will provide rooms with lockers to change clothes and storage rooms for equipment and consumables. The FM-support personnel will not be provided with an office space and a laptop. The Service provider is required to provide all the necessary IT equipment (laptops, mobile phone, etc.) to ensure efficient communication with the ESM responsible persons. The ESM may decide at its sole discretion to issue ESM mobile phone in case it proves to be more efficient for the purpose of proper use of FM ticketing system.

A non-exhaustive list of tasks for FM-support personnel is provided in Annex 11 “FM-support task list”. This is an operational document and might be adjusted throughout the duration of the Framework Agreement based on current needs.

g. Waste management services

The Service Provider will provide an end-to-end waste management services solution. The scope of the services will include but is not limited to:

- The Service Provider will define a waste collection and transportation schedule in line with the planning of the city of Luxembourg and the specific needs of the ESM and will define everything required for the execution of the services (all materials, equipment and tools required for the execution of the services).
- The Service Provider will take out the containers and place them outside according to the waste collection and transportation schedule so that the city can evacuate them.
- The Service Provider will implement effective waste segregation and sorting methods to maximize recycling and minimize waste.
- The Service Provider where possible will ensure the ESM waste is put into a recycling and composting programs, as applicable.
- The Service Provider will provide recycling and proper education for occupants of the building in terms of materials, posters, etc., if requested.
- The Service Provider will detail protocols for the safe handling, labelling, and disposal of hazardous waste, in full compliance with regulations. The Service Provider will ensure that only trained personnel handles hazardous waste.
- The Service Provider will ensure compliance with Luxembourg waste regulations. The ESM has been annually certified with SDK label. The Service Provider will be SDK certified.
- The Service Provider will provide comprehensive reporting. This should include but is not limited to detailed waste statistics and reporting on waste streams, volumes, recycling rates. The Service Provider will report on a quarterly basis (see Section 9) as part of the regular reporting meetings (see Section 10) and provide an overview of quantities of all types of waste up-to-date. The Service Provider will provide an annual report detailing various waste statistics as described above. The Service Provider may be required to provide reports on an ad-hoc basis.
- The Service Provider will encourage waste reduction efforts through source reduction and waste minimization initiatives. The Service Provider will actively promote the use of reusable and sustainable alternatives.
- The Service Provider will ensure that the waste collection is efficient and minimizes disruption to business operations.
- The Service Provider will ensure stringent health and safety measures during waste handling and disposal activities.
- The Service Provider will ensure the cleanliness of the waste room. Details can be found in Annex 8 – Floor Plans.

The following are the waste categories that the ESM requires on an ongoing basis and are in line with SDK label and Luxembourg regulations:

- Mixed residual waste
- Paper/cardboard
- Glass

- PMC packaging (Valorlux)
- Plastic films – clean (can be disposed via Valorlux)
- Ceramics
- Batteries
- Printing toner
- Polystyrene
- Plastic foams (similar to polystyrene)

The landlord will be responsible to provide the containers supplied by the City of Luxembourg. In case any other containers are required that are not supplied by the City of Luxembourg, the Service Provider will provide those.

From time to time, the ESM may require special waste collection. For more information, please refer to section 2.2 j. Additional waste collection services.

For avoidance of doubt, organic waste separation is not required as this is handled via the ESM Catering Provider.

h. Confidential waste management

1. Lease of containers

The Service Provider will lease to the ESM confidential waste containers each with a minimum capacity of 240 litres per month. The ESM currently estimates the need for 13 containers, subject to changes throughout the execution of the Framework Agreement, depending on current needs. The containers must be locked and the keys to the containers must be given to the responsible person from the FM Team.

2. Collection and destruction of container's content

Minimum once a month, and additionally at ESM's request at any point in time, the Service Provider will collect the containers and destroy their content in a safe and secure manner at the ESM site, and provide the ESM with empty containers for further use. The destruction of the containers' content will take place on the same day as soon as the Service Provider has collected the containers and at the ESM site.

The Service Provider must ensure that the containers' content will be at all times completely destroyed and prevented from being re-sold and reused.

The destruction of the containers' content will be carried out under optimum safety conditions and in accordance with all applicable laws, including laws relating to the processing of paper and cardboard. Unless otherwise agreed, the destruction of the containers' content will be carried out in the presence of one of the representatives of the ESM.

Unless otherwise agreed between the ESM and the Service Provider, a certificate of secure destruction will be attached to each monthly invoice issued by the Service Provider for the provision of confidential waste management Services.

From time to time, the ESM may require special confidential waste collection or an additional container. For more information, please refer to section 2.2 k. Additional confidential waste management services.

i. Provision of consumables

All consumables (toilet paper, paper hand towels, liquid soap, hand sanitizers, air-refreshers, shower soap, dishwasher consumables, bin liner, tea and shower towels, kitchen roll etc.) and Services

consumables (e.g., cleaning products, cleaning materials) must be purchased and delivered by the Service Provider.

The Provider will ensure that all consumables will comply with the European environmental standards by using only eco-certified products. In addition, the Service Provider will promote eco-friendly products, i.a. by the provision of cleaning products based on natural cleaning products or using reusable mops and microfiber cloths.

The Service Provider will be required to replace specific products in use if requested by the ESM for whatever reason.

j. Terrace seasonal set-up

As part of its regular duties, the Service Provider will also be responsible to bring from the storage (located in the ESM building) and install sun umbrellas at the beginning of the nice weather season (usually April/May each year), and clean, protect and store it again at the end of the season (usually September/October each year). Dates to be aligned with the ESM. The Service Provider will perform deep cleaning of the terrace floor tiles and the furniture at the beginning of the nice weather season. The Service Provider will provide services from 'operating' sun umbrellas, by opening them up at the beginning of the day and closing them at the end of the day. Furthermore, the Service Provider will ensure that the sun umbrellas are protected from weather conditions that can cause damage, including but not limited to windy weather.

2.2 On-demand Services

On-demand services can be requested at any time in addition to the ongoing Cleaning Services and other related services. They are intended for planned or unforeseen events outside the regular ongoing services.

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

a. Additional cleaning services;

Additional cleaning services may be requested in line with the provisions specified under regular cleaning services.

b. Emergency cleaning services;

In exceptional cases, the ESM may require emergency cleaning services. Such services may need to be requested on short-notice (less than a business day) and during the weekend. The Service Provider must be able to provide such emergency services on a short-request. Examples of when such services might be requested are natural disasters such as flooding, etc. where special and urgent cleaning might be required.

c. Additional cleaning for events;

d. Cleaning of parking garage;

e. Graffiti removal;

f. Construction cleaning after renovation/rebuilding or workplace relocation;

g. Additional FM-support services;

h. Pest-control services;

The Service Provider will supply the ESM with pest control services to its Building, to control and/or eradicate all forms of pests such as:

- Rats;
- Mice;
- Birds;
- Ants
- Wasps;
- Cockroaches;
- Fleas/Bugs; and
- All other unidentified infestations.

The Service Provider will make a regular visit to all areas specified by the ESM to check traps/bait for signs of pest activity.

The Service Provider will remove and replace any traps/bait activated to dispose of any vermin in most appropriate manner.

The Service Provider will submit a detailed report to the responsible the ESM person, detailing any performed activity concerning pests and advise on specific actions to be taken.

All baits and traps must comply with any applicable laws and regulations.

The Service Provider is required to keep records of pest control services as described below:

- The Service Provider will be responsible for holding a full detailed log of bates and traps etc., and maintain an up-to-date floor plan, indicating exact locations of such bates, traps etc. Copies will be provided as part of the regular (monthly, annual) reporting to the ESM.
- Records of visits and reports will be maintained and made available for inspection by the ESM as deemed necessary, and requested by the ESM.

i. Lift & shift services

From time to time, the ESM may request the Service Provider to provide personnel to work under the ESM direction for office moves and changes.

The main lift & shift responsibilities consist of the following non-exhaustive tasks:

- Operational preparation & execution of moves (no scenario planning)
 - Provision and preparation of all necessary tools and equipment (e.g., boxes, adhesive tape, sack barrows, ropes etc.);
 - Secure (un)wrapping and preparing of all necessary move items; and
 - Transport of boxes, accessories and furniture between locations etc.
- Steering & monitoring of moving
 - Steering and supervision of the move team by a supervisor if necessary (for large or complex moves).
- Communication
 - Communication to the ESM staff and FM Team on the current situation / status;
 - Communication to external parties (architects, ESM's technical service provider, fire protection experts etc.), only if requested by the ESM.

In addition, from time to time, the ESM may request external lift/forklift/furniture host services to lift and move materials, equipment and furniture.

The Service Provider will ensure that there is at least one English-speaking person for the provision of the lift & shift services to ensure proper communication with the ESM.

j. Additional waste collection services

From time to time, the ESM may request special waste collection. Such special waste collection may consist of the following:

- Christmas trees
- Bulky waste
- Wood
- Scrap metal
- Household appliances
- Hazardous and/or toxic waste
- Construction waste
- Aerosol cans

Reporting requirements are the same for the additional waste collection services as for the regular waste management services. Please refer to section 1g for more information.

k. Additional confidential waste management services

Additional confidential waste management services may be requested in line with the provisions specified under confidential waste management services.

2.3 Optional services

The Service Provider may be required to perform certain optional tasks as listed below.

a. Collection and destruction of lost and found items

At the ESM's request at any point in time, the Service Provider will collect any lost and found items, and any special items as deemed required and destroy them in a safe and secure manner. All collections will be made on request and will be charged additionally. The destruction of the items will take place on the same day as soon as the Service Provider has collected the items. During the Framework Agreement the ESM may request unit prices for the different items to be disposed.

Unless otherwise agreed between the ESM and the Service Provider, a certificate of secure destruction will be attached to each invoice issued by the Service Provider for the destruction of other items.

b. Cobotics services

At the ESM's request at any point in time, and if used by the Service Provider, the Service Provider may be required to provide cobotics services. Cobotics can be defined as the genuine collaboration between front-line workers and machines or robots. Cobots are collaborative robots which carry out repetitive or strenuous tasks which would otherwise be performed by an employee, but they work alongside that individual or team, not in their place. Cobots are instructed and monitored by people on the ground and are there to support workers.

3. Start-Up Phase and Handover

Upon signature of the Framework Agreement, the Service Provider will manage the transition of the Services from the incumbent provider to the Service Provider in order for the Service Provider to commence the provision of the Services (the “**Start-Up Phase**”). The Start-Up Phase must be completed within maximum 4 weeks as of the effective date of the Framework Agreement. During the Start-Up Phase, the incumbent provider will continue to be responsible for delivering the Services. Apart from the one-off Start-up implementation charge, there will be no additional compensation paid by the ESM to the Service Provider for the implementation of the Start-up Phase.

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

- Allocate a Project Manager for all related activities in the context of these terms of reference;
- Provide a list of names of all personnel to be employed at the ESM premises, including an overview of key personnel;
- Verify and approve provided figures and quantities (together with the ESM);
- Set up an independent quality management system, including checklists for quality measurement within the Start-Up Phase. The quality management system must be fully implemented in accordance with the KPIs requirements or criteria relevant to the ESM;
- Create an action plan detailing the allocated personnel, equipment, activities required as per these terms of reference (including the reporting, meetings set-up, KPI evaluation, annual forecast of any relevant improvements, etc.) and thus ensuring a proper provision of the Services. The Key Personnel must be approved by the ESM in the start-up phase;
- Collaborate with and support the designated ESM responsible person (to organize, prepare and moderate cleaning related meetings, deliver requested input, etc.);
- Set up all organisational and workflow related procedures for the smooth transition of the Services (training of personnel, etc.).

As soon as the relevant tasks described above have been completed, the Service Provider has to 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.

The Service Provider shall be responsible for the handover of the services to the next provider (if different) in the last month of contractual obligations.

Transfer of Undertakings

The Framework Agreement may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour Code. For more information, please refer to Section 4.9 of the RFP Document.

At present, there are 5.25 full-time equivalent personnel of the incumbent provider involved in the provision of the Services.

4. Company and Personnel Requirements

4.1 Company Requirements

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

Environmental protection:

- Promote regional suppliers and subcontractors to limit transport distances and reduce greenhouse gas emissions;
- Minimise use of energy, materials and resource consumption and reduce production of waste on ongoing basis;
- Deploy environmental friendly products;
- Use of equipment with low energy consumption and
- Develop electrical, hybrid and other eco-friendly car fleet and promoting carpooling among employees;
- Strive to work paperless, to print 2-sided documents and in black & white by default;
- Use printed papers for drafts or note logs;
- Collect and sort out used cartridges, IT and electronic materials, used uniforms, PVC packaging and many other materials for recycling;
- Switch off lights, computers and other machines when not used or leaving;
- No use of one-stand plastic items for daily use like glasses, cups, plates, swizzle sticks.

Inclusion and social policies:

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

Safety and health measures:

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

4.2 General Personnel Minimum Requirements

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

The Service Provider will provide a dedicated team composed of Key Personnel and all personnel considered necessary for the provision of the Services to the ESM. The '**Key Personnel**' are the FM-support staff and the Team leader/supervisor. The Service Provider will ensure at all times the diligent, due and proper execution of the Services by its personnel. The Service Provider will ensure that all personnel providing the Services to the ESM will be adequately skilled, qualified, and trained for the tasks they are to perform. All personnel must possess safety certifications, if their activities require so.

All personnel will meet individually the following minimum non-exhaustive requirements:

- Be fully capable of performing the duties described in these terms of reference;
- Be presentable, always wearing clean and pressed uniforms;
- In the event of changes, all new personnel must be trained in accordance with current standards and statutory regulations at the Service Provider's expense.

Every Service Provider's staff member, including new staff members, if any, referred to further in this Section 4.2, must have clean police track record and first-aid training. It is responsibility of the Service Provider to ensure this compliance. Upon the request of the ESM and to the extent allowed by legal regulations, the Service Provider will provide full details of the previous employment, police clearance certificates and applicable training and qualification records of the Service Provider staff assigned to work at the ESM premises as well as copies of ID.

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

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

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

Staff replacement

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

In case of the Key Personnel's replacements, the Service Provider will ensure that all new personnel will receive an appropriate theoretical and practical introduction, which will be conducted by the Service Provider without using any ESM resources.

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

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

In case of sickness, holidays, maternity/paternity leave and other absences of any of the Service Provider's personnel, the Service Provider will provide a replacement on the first day of absence. Such replacements will be in all respects at the expense of the Service Provider and the substitutes will be no less experienced or qualified than the personnel being replaced.

If in the reasonable opinion of the ESM any of the Service Provider's personnel is incapable of carrying out his/her duties; is unsuitable to provide the Services for whatever reason (including, but not limited to justified complaints from the 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 Framework Agreement, the Service Provider will deliver to the ESM responsible person a list of all names of the Service Provider personnel, including the replacement personnel.

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

4.3 Specific Personnel Minimum Requirements and Role Assignments

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

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

a. Account Manager

The account manager must be fluent in English (spoken and written). The Account Manager will have good leadership and communication skills. The account manager responsibilities will include, but are not limited to, the following:

- Oversee the Framework Agreement, including the start of the Services the Start-Up Phase (including any Services provided by the subcontractors);
- Monitor the provision of the Services and ensure compliance with the Service Level Specifications ("SLS");
- Provide and analyse management information;
- Act as a key management contact for the ESM;
- Prepare monthly, quarterly, annual reports and ad-hoc reports, if necessary;
- Advise on results of data analysis, trends and industry developments to identify additional cost savings;
- Agree and review any additional key performance indicators ("KPI"), and monitor existing KPIs;
- Agree and review any changes to the defined SLS;
- Oversee the development of the relationship between the Service Provider and the ESM;
- Work on continuous improvement initiatives;
- Work with the ESM responsible contact person on any Framework Agreement related matters: e.g., negotiate and prepare input for contracts/amendments;
- Create, amend, review and agree contract financial proposals, where required;
- Attend monthly, annual meetings and ad-hoc meetings, if necessary and/or requested by the ESM.

b. Team leader/supervisor (off-site)

The team leader/supervisor is an off-site leading staff who will be appointed by the Service Provider for support to the ESM. He/she has to fulfil at least the following non-exhaustive conditions:

- Have a good understanding of English;
- Have a good leadership and communication skills.

The team leader/supervisor's responsibilities will include, but are not limited to, the following:

- Report to the responsible person of the FM Team, acting as the Service Provider's central point of contact;
- Participate in monthly, annual meetings and ad-hoc meetings, if necessary and/or requested by the ESM;
- Provide offers to the ESM for any of the on-demand Services;
- Instruct cleaning staff, prepare work schedules, checklists, instruction documents for cleaning staff and any other documentation.

The Service Provider may decide to appoint one person responsible for the account and supervision of the team as described in the point a) and b) above.

c. FM-support

FM-support personnel will have good English skills (spoken and written). Knowledge of French or German is also desired but is not required. FM-support personnel's responsibilities will include, but are not limited to, the following:

- Monitoring of cleaning personnel (monitor the quality and quantity of the services provided by the cleaning personnel and coordinate with the team leader / supervisor located off-site);
- Ability to judge the extent and scope of reported events in order to take appropriate actions.

5. Technical Requirements

5.1 Technical equipment & machinery

All used equipment has to be suitable for the fulfilment of the Services, and not harmful to human health. Vacuum cleaners for the regular cleaning have to be equipped with a micro-filter, or at least produce the same results by other means (no flying dust during the cleaning or other particles after hovering).

All technical cleaning equipment has to be provided and maintained by the Service Provider. The Service Provider will be required to provide state-of-the-art, legally compliant and energy efficient machinery & equipment for the performance of the Services, which apply with the applicable standards and regulations.

Machinery, equipment, cleaning and care products have to be stored in the provided rooms and must be cleaned routinely.

5.2 Health and Safety

The Service Provider will be responsible for the safe environment while using the technical equipment and machinery for performing the Services.

All cleaning and care products, as well as the methods used, must comply with applicable environmental standards for usage and disposal. Floor cleaning products must allow non-hazardous

walking over the floors (not slippery, etc.). In the case of wet floor, the Service Provider has to ensure that warning signs are placed accordingly. Cleaning products used for sanitary areas have to be “RK listed” (suitable for ceramics and appropriately certified etc.) and checked by the Service Provider. Relevant material safety data sheets (hazardous substances, etc.) have to be provided by the Service Provider. The Service Provider has to ensure the professional use and dosing of all cleaning products. All used covers, rags etc. have to be washed and dried over night to avoid bad smells.

5.3 Ticketing Tool

The ESM has an internal ticketing system (the “**Ticketing Tool**”). The Service Provider will get access to this system, in order to be able to receive tickets, provide updates to the ESM, as well as raise tickets for the Services related to operational issues, services requests and complaints.

The Service Provider staff will use the Ticketing System for requests/incidents/complaints related to room reservations, layout requests, cleaning requests, on-demand requests, etc.

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

The main tasks for the Service Provider in the Ticketing Tool include the following non-exhaustive list of tasks:

- Review tickets:
 - On a daily basis review incoming tickets;
- Accept tickets:
 - Accept assigned tickets;
 - The Service Provider will accept and respond to each ticket raised in the Ticketing Tool in accordance with the following ticket response times (the “**Ticket Response Times**”):
 - ❖ the same day the relevant ticket is raised provided such ticket is raised on a Business Day before 6pm; and
 - ❖ the next Business Day if a ticket is raised after 6pm or on a day that is not a Business Day.
 - Unless pre-defined, indicate in the response to the ticket when the relevant Service and/or incident/complaint can be performed and/or resolved, as applicable, and will agree on a date for delivery/resolution with the ESM responsible person and/or the Service requestor (the “**Agreed Date**”). The Agreed Date will be specified in the Ticketing Tool for each ticket. The Service Provider and the ESM will consider the relevant timelines for the provision of the Services and quotes for the Services as prescribed in this Terms of Reference, when determining the Agreed Date.
- Follow-up on due dates:
 - On a daily basis follow-up on tickets due dates to ensure timely resolution.
- Follow-up on status with the FM responsible:
 - Ensure that the status of a ticket is clearly communicated with the FM responsible, e.g., when the work will be completed, what is the current progress of the work, etc. at least once per week and when required.
- Finish tickets:
 - Upon resolution of tickets, finish tickets and indicate in the response to the ticket to the FM responsible that the work has been completed.

During regular meetings (as defined in section 10), the FM responsible and the Service Provider will review the finished tickets and the FM responsible will determine whether the ticket can be closed as complete or further action is required.

6. Key Performance Indicators and Bonus Malus Rule

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

- Result of the quality measurements spot checks;
- Improvement implementation;
- Number of user complaints;
- Response & resolution to tickets;
- Contract management.

KPIs may be subject to change, upon mutual agreement. Any amendment to the KPIs and/or associated Performance Thresholds must be in writing and agreed by the authorised representatives of the Parties. For the avoidance of doubt, the ESM will not be under any obligation to agree to any changes to the KPIs or associated Performance Thresholds.

The Service Provider’s performance for each KPI will be measured against set criteria (the “**Criteria**”). The resulting score for each KPI will meet one of the following performance thresholds (the “**Performance Thresholds**”):

- **Bonus:** If the Service Provider’s score for a KPI meets the Performance Threshold “**Bonus**”, this may result in a bonus payment becoming payable to the Service Provider by the ESM;
- **Tolerance:** If the Service Provider’s score for a KPI meets the Performance Threshold “**Tolerance**”, there will be no impact on the fees payable; and
- **Malus:** If the Service Provider’s score for a KPI meets the Performance Threshold “**Malus**”, this will result in a service credit becoming payable to the ESM by the Service Provider, by way of a reduction in the fees or otherwise.

The KPI's will be evaluated on a monthly basis for the applicable Measurement Period by completing the Excel tool provided in Annex 6 “**KPI Overview**”. The monthly evaluations will result in a percentage score for each KPI which will correspond to a Performance Threshold. The percentage achievable by the Service Provider for the Malus Performance Threshold is weighted as indicated in Annex 6 of “**KPI Overview**”.

The total percentages achieved by the Service Provider against the Bonus Performance Thresholds or the Malus Performance Thresholds, as applicable, will be calculated against the total monthly fee payable by the ESM to the Service Provider for all Services, resulting in a fixed monetary amount for the Bonus Performance Threshold (the “**Bonus Amount**”) or the Malus Performance Threshold (the “**Malus Amount**”). The Service Provider will provide the total monthly fee payable by the ESM to the Service Provider for all Services for the purposes of the evaluation.

The Bonus Performance Threshold is applicable only to the KPIs for ‘Result of the quality measurements spot checks’, ‘Improvement implementation’, ‘Number of user complaints’, and ‘Response & resolution to tickets’. In order for a Bonus Amount to apply in any given month, the Service Provider:

- Must not have any KPI with a score that meets the Malus Performance Threshold; and
- Must achieve a score that meets the Bonus Performance Threshold for the KPIs for ‘Result of the quality measurements spot checks’, ‘Improvement implementation’ (in the applicable months), ‘Number of user complaints’, and ‘Response & resolution to tickets’.

For the avoidance of doubt, this means that a Bonus Amount will not apply in any month where the Service Provider meets the Malus Performance Threshold for any KPI.

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

- 1) Add together all of the monthly Bonus Amounts to achieve the total Annual Bonus Amount payable to the Service Provider (the “**Annual Bonus Amount**”). The ESM will pay the Annual Bonus Amount to the Service Provider, and the Service Provider warrants and represents that it will pay the Annual Bonus Amount to the personnel directly involved in the provision of the Services who provide the Services onsite at the ESM premises (the “**Designated Recipients**”). An authorised representative of the Service Provider will provide annual written confirmation that the Annual Bonus Amount has been paid to the Designated Recipients.
- 2) Add together all of the monthly Malus Amounts to achieve the total Annual Malus Amount payable to the ESM (the “**Annual Malus Amount**”). The total Annual Malus Amount payable by the Service Provider to the ESM will be capped at 5% of the total annual fees paid by the ESM to the Service Provider. The Service Provider must not pass on the cost of the Annual Malus Amount to its personnel.

The Annual Bonus Amount and the Annual Malus Amount are evaluated independently and the Service Provider must not offset one value against the other.

The Service Provider must submit all documents required to perform the monthly evaluation of the KPIs at least five (5) Business Days in advance of the monthly evaluation meeting. The Service Provider will report all breaches of the KPIs to the ESM. The ESM will review all documentation submitted by the Service Provider. The ESM will evaluate the Service Provider’s performance against the KPI’s. The result of the Bonus/ Malus evaluation of the KPIs will be discussed by the Service Provider and the ESM at the monthly meeting. After discussion in relation to performance against KPIs, in case of dispute, after hearing the Service Provider’s arguments, ESM representative will make a final evaluation of the performance against the KPIs.

The annual evaluation meeting to assess the Service Provider’s performance against the KPIs will take place no later than 28 February each year on a date to be mutually agreed between the parties via email. The annual evaluation will take into account the preceding calendar year (January to December) and for the first annual evaluation, the period from the Framework Agreement start date to December (the “**Evaluation Period**”). During the last calendar year of the Framework Agreement, the final annual evaluation will take place in the final month of the Framework Agreement and take into account all calendar months in that period excluding the final month of the Framework Agreement (i.e., 01 January – 1 month prior to the Framework Agreement expiry or termination date as applicable). The Service Provider will pay the Annual Malus Amount, if any, within 30 business days of the annual evaluation meeting. The Service Provider will invoice the Annual Bonus Amount within 30 business days of the annual evaluation meeting.

7. Service Level Specifications (SLSs)

The Service Provider must comply with the Service Level Specifications (SLS) set out in Annex 10 “SLS Overview”. The SLS are specified for all ongoing Services as defined in Section 2.1 of the ToR. The defined cleaning intervals correspond to the minimum cleaning intervals per service, category and Service Level. The actual cleaning type and interval to be applied is the responsibility of the service provider, ensuring that general regulations regarding hygiene, etc. are observed, the quality of the services and the results achieved are in accordance with the requirements.

Generally, there are up to three (3) Service Levels defined

- Level 1 is the high standard of cleaning, which is going to be initially executed and displays ESM standard SLS;
- Level 2 describes a medium standard of cleaning;
- Level 3 is the minimum standard of cleaning.

The Service Provider will start in all categories of cleaning with the Service Level 1. The ESM, however, is entitled at any time to change from SLS 1 to SLS 2 or 3 for specific cleaning categories by sending an e-mail to the Service Provider. In such case, a coordination meeting will be set up between the Service Provider and the ESM one (1) week before such changes will take effect in order to agree upon the details of such changes. The ESM is also entitled at any time to change back to a higher SLS by sending an e-mail to the Service Provider and the application of the above-described procedure.

The change of SLS must be approved at all times by the ESM in writing. SLS cannot be changed by the Service Provider unilaterally.

In addition, the Service Provider has to perform the Service to clean “If required”. Clean “If required” is understood as a complementary cleaning beside the activities of the regular cleaning and has to be carried out on a basis of a visual check of the cleaning staff.

The ESM reserves the right to adjust the SLS’s in consultation with the Service Provider.

8. Business Continuity

The Service Provider will maintain throughout the entire term of the Framework Agreement, and upon the ESM’s request, provide to the ESM a proper business continuity plan in order to ensure, to the commercially reasonable extent, the continuous provision of the Services in the event of a disruption to the Service Provider’s operations (regardless of whether such a disruption results from Force Majeure Event defined in para. 14 of the ESM Terms and Conditions (see Annex 5 – ESM Draft Agreement) or any other circumstances) and activate it should such a disruption occurred. The business continuity plan must, at a minimum, identify the business continuity risks and propose the Service Provider’s actions to prevent such risks and mitigate them in the event they nevertheless materialise.

The ESM and the Service Provider will mutually agree on the proposed business continuity plan prior to its implementation date. The ESM reserves the right to request changes to the proposed business continuity plan based on internal needs and requirements which should not be unreasonably rejected by the Service Provider.

9. Reporting and Document Filing

Regular reporting will be mandatory across all Service activities. Reports may be required for legal or regulatory compliance matters, quality, contract performance, or operational monitoring, (i.e. number of different services provided, quantity of consumables used, equipment maintenance, waste management data, etc.), as well budget and cost information.

The Service Provider will submit monthly, and annual reports in English. All reports must be submitted prior to the scheduled meetings or deadlines, as follows:

- Ad-hock reports - at least five (5) Business Days before the scheduled meeting/deadline;

- Monthly reports – two (2) weeks prior to a scheduled meeting/deadline, but no later than 15th of the following month;
- Annual reports – one (1) month prior to the scheduled meeting date.

The Service Provider will be granted access to a dedicated workspace on SharePoint where these reports and any documentation related to the Service Provider will be stored and exchanged between the Service Provider and the ESM. Documents must be uploaded as editable versions and, if approved, as PDF. The Service Provider will not be compensated for any time required for training and induction courses for this system.

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

- Monthly work plan which will contain the following elements:
 - Who will be working and when? (e.g. Name, date, time, etc.)
 - Who will be cleaning and when (e.g. Name, date and time, etc.)
 - What will be cleaned (e.g. stairs, offices, etc.)
 - How it will be cleaned (cleaning agent and dosage)
 - When it will be cleaned (cleaning time and intervals)

The monthly work plan will be provided by the Service Provider at least one month prior to the next applicable month (e.g., the work plan for February must be provided in the January monthly meeting).

- Routine operational activities, including performance and incident information;
- Financial and budget management information;
- Service Provider personnel information, i.e. absences, personnel turnover;
- Complaints report (compliant with complaints procedure agreed in the Start-up Phase);
- Health and safety issues and details of any accidents to Service Provider staff or ESM staff resulting out of Service Providers activities;
- Invoice processing;
- Observations, questions, suggestions for improvement;
- 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.

Quarterly – in March, June, September, December, the Service Provider will add to the monthly report an overview of the waste data as required per section 1 g.

Templates for monthly, 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, 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.

10. Meetings

The Service Provider and the ESM responsible person will regularly meet on a monthly, annually and ad-hoc basis.

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

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

11. Security & Access

The Service Provider staff will be provided with entrance badges to the ESM premises. The Service Provider will be fully responsible for the security of the entrance badges and any loss of the same. In case of a lost badge, the Service Provider will inform the FM Team immediately and pay a running fee, established on the level of the company (as indication, current price is 20€), in order for the ESM to issue a new badge.

The Service Provider will send evidence of payment to the FM Team and a new badge will be issued.

The Service Provider will announce any workers, which are outside of the core team and don't have an entrance permanent access badge to the ESM Security Desk (this includes any workers from subcontractors of the Service Provider, who were not issued a permanent badge).

The Service Provider will send an e-mail to the ESM Security Desk (S.Desk@esm.europa.eu), copying the ESM Responsible and indicating the first and last name of all workers, including a short description of the work to be executed, date and estimated time of arrival and departure of the workers. The Service Provider personnel are not permitted to bring external persons (including, for the avoidance of doubt, family members and friends) or animals into the ESM Building.

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

1. Eligibility and Exclusion Criteria

- 1.1 Declaration on eligibility
- 1.2 Non-Collusion Declaration

Note: See the separate document with the above declarations

2. Other Required Information and Documents

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

Note: See the separate document with the above declarations

Annex 3 Selection and Award criteria

1. Selection Criteria

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

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

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

1) Economic and financial standing

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

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Economic and Financial Standing	1	Pass/Fail	The Candidate must have an annual, global revenue in excess of EUR 750,000 in each of its last three (3) most recent completed fiscal years for the provision of similar services.	Attestation

2) Technical or professional ability

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

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Technical or Professional Ability	1	Pass/Fail	Confirm that 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 RFP	Attestation declaring to have sufficient staff and other necessary resources in place, readily available, and operational as of the publication date of this RFP to provide all the necessary cleaning services. Short description of the company profile and the services that can be offered, the average annual labour force over the last three years, thereby detailing the number of staff assigned to the fields similar to those requested in the Annex 1 to this RFP.
	2	Pass/Fail	The Candidate must prove at least three years of relevant experience in the provision of the Services as set out in Annex 1 to this RFP.	i) Attestation and ii) summary description containing at least three service contracts under which relevant services were provided over the past three years in the field covered by this RFP detailing their values, the periods during which they were provided, the locations and the organisations to which they were provided; indicate if any activities were subcontracted and to what extent.

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

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

	Item No		SELECTION CRITERIA	RESPONSE REQUIREMENTS
Authorisation and Suitability to Carry out the Relevant Professional Activity	1	Pass/Fail	The Candidate must have general liability insurance valid in Luxembourg covering the risks linked to the operation of the Services.	Copy of the insurance certificate including term of validity and amount covered.
	2	Pass/Fail	Ability to perform the cleaning services under Luxembourg law.	Evidence that the candidate is registered in a relevant professional or trade register.
	3	Pass/Fail	The Candidate must hold an ISO 9001, ISO 14001 and ISO 45001 or equivalent.	Copy of the existing ISO 9001, ISO 14001 and ISO 45001 certificate or equivalent, including expiry dates.
	4	Pass/Fail	The Service Provider will be SDK certified.	Copy of the SDK certificate

2. Award Criteria

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

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

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

Quality	60%
Criteria 1 – Account management aspects and key personnel	20%
<ol style="list-style-type: none"> 1) Provide an overview and CV's of the proposed dedicated team (who does what and back-up plan in case of absences; how the team will be coordinated to ensure delivery of the required services). 2) Provide a short description of the experience and qualifications of the Account Manager, Team leader/supervisor, as well as two examples of proposed profiles for Key Personnel and their back-ups, in line with the requirements set in the Terms of Reference. 3) Detail internal (within the team) and external (with the ESM) communication aspects. Describe how the Candidate ensures optimal performance within their team, how they are handling team conflict resolution without impacting the quality of the service delivery. 4) Describe potential risks in providing the Services and the way you intend to manage these risks during the implementation of the Contract taking into account the requirements set in the Terms of Reference. 5) Describe the management of subcontractors, if relevant, and how the quality of their service delivery will be ensured. 6) Provide indicative start-up plan defining all the actions required for the successful take-over of the services and in line with the requirements set in section 3 of the Terms of Reference. 	
Criteria 2 – Methodology proposed to ensure high quality of the service	30%
<ol style="list-style-type: none"> 1) Describe the methodology proposed for managing on-going Services as defined in point 2.1 of the Terms of Reference. Please detail your response per each type of ongoing Service required. Describe your approach of how to ensure a business continuity or disaster recovery in case of unexpected events and pandemic situations 2) Describe the methodology proposed for managing on-demand Services as defined in point 2.2 of the Terms of Reference. Please detail your response per each type of on-demand Service required. 3) Describe the quality measures proposed to ensure the delivery of high level Services. In particular, the response must consider the following aspects: <ul style="list-style-type: none"> - Reporting - Meetings - Performance monitoring, incl. KPIs compliance as per the ESM requirements 	

<ul style="list-style-type: none"> - Internal quality management system and KPIs applied at the Candidate's company - Regular trainings and their type for the various personnel categories 	
Criteria 3 – Environmental, social and governance aspects	10%
<p>1) Explain the policies or practices your company is undertaking regarding environmental, social and governance aspects. Such aspects may include, but are not limited to:</p> <ul style="list-style-type: none"> - using ecolabelled products; - using cleaning accessories (type and whether they are reusable or not); - obtaining best practice certifications; - applying more economically and/or environmentally efficient cleaning services solutions; - minimising the environmental impacts associated with the indicators monitored for the performance of cleanings services; - using equipment, which is reducing energy consumption; - ensuring safety and health of your staff; - any other activity aimed at ensuring the welfare, loyalty and motivation of your staff as well as low staff turnover. 	
Price	40%
Total	100%

- **Commercial Award Criteria**

In their commercial responses, Candidates should refer to the price award criteria and instruction numbers before providing their answers. For further details also refer to the paragraph 4.9 of this document.

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 carefully read instructions in the tab "overview" to ensure you submit compliant financial offer, also please complete all the lines marked in yellow.

Annex 4

Commercial Response Template (See attached)

Annex 5

ESM Draft Agreement (See attached)

Annex 6

KPI Overview (See attached)

Annex 7

Monthly checklist (See attached)

Annex 8

Floor Plans (See attached)

Annex 9

Figures and Quantities (See attached)

Annex 10

SLS Overview (See attached)

Annex 11

FM-support task list (See attached)